

**Amendment to the Agreement  
Between  
TelCove Operations, Inc.  
and  
BellSouth Telecommunications, Inc.  
d/b/a AT&T Alabama, AT&T Florida, AT&T Georgia,  
AT&T Kentucky, AT&T Louisiana, AT&T Mississippi,  
AT&T North Carolina, AT&T South Carolina and  
AT&T Tennessee  
Dated March 30, 2006**

Pursuant to this Amendment, (the "Amendment"), TelCove Operations, Inc. (TelCove), and BellSouth Telecommunications, Inc. d/b/a AT&T Alabama, AT&T Florida, AT&T Georgia, AT&T Kentucky, AT&T Louisiana, AT&T Mississippi, AT&T North Carolina, AT&T South Carolina and AT&T Tennessee ("AT&T"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated March 30, 2006 (Agreement) to be effective thirty (30) calendar days after the date of the last signature executing the Amendment (Effective Date).

WHEREAS, AT&T and TelCove entered into the Agreement on March 30, 2006, and;

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

1. The Parties agree that **AT&T-9STATE** shall be defined as the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee.
2. The Parties agree to amend the Agreement by replacing the existing Attachment 4 Collocation with the revised Attachment 4 Collocation. The Parties further agree that the Attachment 4 Collocation (which is attached hereto and incorporated herein by this reference) shall supercede and replace the previous terms and conditions of the existing Attachment 4 Collocation. The rates of the existing Attachment 4 – Exhibit B – Rates, Collocation shall remain in effect.
3. The Parties hereby agree to incorporate into the Agreement the Collocation USOC PE1DA for DC Power, Per List 1 Drain and the associated rates contained in Exhibit 1, attached hereto and therefore a part of this Amendment, to Attachment 4 – Exhibit B – Rates, Collocation of the existing interconnection agreement.
4. All of the other provisions of the Agreement, dated March 30, 2006, shall remain in full force and effect.
5. This Amendment shall not modify or extend the Effective Date or Term of the Agreement, but rather shall be coterminous with the underlying Agreement.
6. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights

7. asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.
8. Either or both of the Parties are authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

TelCove Operations, Inc.

BellSouth Telecommunications, Inc.  
 d/b/a AT&T Alabama, AT&T Florida, AT&T  
 Georgia, AT&T Kentucky, AT&T Louisiana,  
 AT&T Mississippi, AT&T North Carolina, AT&T  
 South Carolina and AT&T Tennessee

By: Jamie MeyerBy: Kristen E ShoreName: JAMIE MEYERName: Kristen E. ShoreTitle: SR DIRECTOR-INTERCONNECTIONTitle: DirectorDate: 6/19/08 SVCSDate: 7/14/08

	<u>OCN #</u>	<u>ACNA</u>		<u>OCN #</u>	<u>ACNA</u>
ALABAMA	_____	_____	MISSISSIPPI	_____	_____
FLORIDA	_____	_____	NORTH CAROLINA	_____	_____
GEORGIA	_____	_____	SOUTH CAROLINA	_____	_____
KENTUCKY	_____	_____	TENNESSEE	_____	_____
LOUISIANA	_____	_____			

## **Attachment 4**

### **Collocation**

## COLLOCATION

### 1. Scope of Attachment

- 1.1 The rates, terms, and conditions contained within this Attachment shall only apply when TelCove is collocated as a sole occupant or as a Host within a BellSouth premises location pursuant to this Attachment. BellSouth premises include BellSouth Central Offices and Serving Wire Centers; all buildings or similar structures owned, leased, or otherwise controlled by BellSouth that house its network facilities; all structures that house BellSouth facilities on public rights-of-ways, including but not limited to vaults containing loop concentrators or similar structures; and all land owned, leased, or otherwise controlled by BellSouth that is adjacent to BellSouth's Central Offices, Serving Wire Centers, buildings and structures (hereinafter "Premises"). BellSouth Remote Site Locations (Remote Site Locations) include cabinets, huts and controlled environmental vaults owned or leased by BellSouth that house BellSouth Network Facilities. If the Premises occupied by BellSouth is leased by BellSouth from a third party or otherwise controlled by a third party, special considerations and/or intervals may apply in addition to the terms and conditions contained in this Attachment. BellSouth will inform TelCove if a Premises is leased when special considerations and/or intervals may be applicable.
- 1.2 If BellSouth provides collocation to other telecommunications carriers, or to a BellSouth Affiliate, BellSouth will provide the same collocation to TelCove at rates, terms and conditions no less favorable to TelCove than those provided by BellSouth to other telecommunications carriers, or to a BellSouth Affiliate.
- 1.3 Right to Occupy. BellSouth shall offer to TelCove collocation on rates, terms, and conditions that are just, reasonable, non-discriminatory and in full compliance with the rules and orders of the FCC and the Commission. Subject to the rates, terms and conditions of this Attachment, where space is available and it is technically feasible, BellSouth will allow TelCove to occupy a certain area designated by BellSouth within a Premises or on BellSouth property upon which the Premises is located of a size which is specified by TelCove and agreed to by BellSouth (hereinafter "Collocation Space", or "Remote Site Collocation Space"). To the extent not contained herein, the necessary rates, terms and conditions for collocation at Premises, as defined by the FCC above, shall be negotiated upon reasonable request for collocation at such Premises.
- 1.4 Space Reservation.
- 1.4.1 Neither BellSouth nor any of BellSouth's Affiliates may reserve space for future use on more preferential terms than those set forth in Sections 1.4.2 and 1.4.3 below.
- 1.4.2 In all states other than Florida, the size, or rack/bay(s) in a Remote Site Location, specified by TelCove may contemplate a request for space sufficient to accommodate TelCove's growth within a twenty-four (24) month period.

- 1.4.3 In the state of Florida, the size, or rack/bay(s) in a Remote Site Location, specified by TelCove may contemplate a request for space sufficient to accommodate TelCove's growth within an eighteen (18) month period.
- 1.5 Space Allocation. BellSouth shall use best efforts to accommodate TelCove's requested preferences, if any, including the provision of contiguous space for any subsequent request for collocation. In allocating Collocation Space, BellSouth shall not (a) materially increase TelCove's cost or materially delay TelCove's occupation and use of the Collocation Space, (b) assign Collocation Space that will impair the quality of service or otherwise limit the service TelCove wishes to offer, (c) reduce unreasonably the total space available for physical collocation at a Premise, or preclude unreasonably physical collocation within the Premises. Consistent with the foregoing, BellSouth shall assign TelCove collocation space within Premises that utilizes existing infrastructure (e.g., HVAC, lighting and available power), if such space is available for collocation. Space shall not be available for collocation if it is: (a) physically occupied by non-obsolete equipment; (b) assigned to another collocated telecommunications carrier; (c) used to provide physical access to occupied space; (d) used to enable technicians to work on equipment located within occupied space; (e) properly reserved for future use, either by BellSouth or another collocated telecommunications carrier; or (f) essential for the administration and proper functioning of Premises. BellSouth may segregate Collocation Space and require separate entrances for collocated telecommunications carriers to access their Collocation Space, pursuant to FCC Rules.
- 1.6 Space Reclamation. In the event of space exhaust within a Premises, BellSouth may include in its documentation for the Petition for Waiver filed with the Commission, any unutilized space in the Premises. TelCove will be responsible for the justification of unutilized space within its Collocation Space, if the Commission requires such justification.
- 1.7 Virtual Collocation Space Reservation. BellSouth shall relinquish any space held for future use before denying a request for virtual collocation on the grounds of space limitations, unless BellSouth proves to the Commission that virtual collocation at that point is not technically feasible.
- 1.8 Use of Space. TelCove shall use the Collocation Space for the purposes of installing, maintaining and operating TelCove's equipment (to include testing and monitoring equipment) necessary for interconnection or for accessing unbundled network elements in accordance with the Act and FCC and Commission rules.
- 1.9 The Parties agree to comply with all applicable federal, state, county, local and administrative laws, rules, ordinances, regulations and codes in the performance of their obligations.

- 1.10 Service Coordination. The Parties shall coordinate, where necessary, to ensure that the Collocation Space is provisioned in accordance with the specifications submitted by TelCove in its Application, as affirmed by the Bona Fide Firm Order (BFFO) or as jointly amended thereafter. BellSouth will provide the necessary infrastructure to support TelCove's request(s) pursuant to this Agreement.

## **2. Space Availability Report**

- 2.1 Upon request from TelCove and at the TelCove's expense, BellSouth will provide a written report (Space Availability Report) describing in detail the space that is available for collocation at a particular Premises. This report will include the amount of Collocation Space available at the Premises requested, the number of collocators present at the Premises, any modifications in the use of the space since the last report on the Premises requested and the measures BellSouth is taking to make additional space available for collocation arrangements. A Space Availability Report does not reserve space at the Premises for which the Space Availability Report was requested by TelCove.
- 2.1.1 The request from TelCove for a Space Availability Report must be in writing and include the Premises street address, as identified in the Local Exchange Routing Guide (LERG) and Common Language Location Identification (CLLI) code of the Premises. CLLI code information is located in the National Exchange Carrier Association (NECA) Tariff FCC No. 4.
- 2.1.1.1 If TelCove is unable to obtain the CLLI code for the Remote Site Location from, for example, a site visit to the remote site, TelCove may request the CLLI code from BellSouth. To obtain a CLLI code for a Remote Site Location directly from BellSouth, TelCove should submit to BellSouth a Remote Site Interconnection Request (the Request) for the Serving Wire Center CLLI code prior to submitting its request for a Space Availability Report. TelCove should complete all the requested information and submit the Request to BellSouth. BellSouth will bill the applicable fee as set forth in Exhibit B.
- 2.1.2 BellSouth will respond to a request for a Space Availability Report for a particular Premises within ten (10) days of the receipt of such a request. If BellSouth cannot meet the ten (10) day response time, BellSouth shall notify TelCove and inform TelCove of the timeframe under which it can respond.
- 2.2 Remote Site Information. Upon written request, BellSouth will provide TelCove with the following information concerning BellSouth's remote sites: (i) the address of the remote site; (ii) the CLLI code of the remote site; (iii) the carrier serving area of the remote site; (iv) the designation of which remote sites subtend a particular central office; and (v) the number and address of customers that are served by a particular remote site.

- 2.3 BellSouth will provide this information on a first come, first served basis within thirty (30) days of TelCove's request subject to the following conditions: (i) the information will only be provided on a CD in the same format in which it appears in BellSouth's systems; (ii) the information will only be provided for each serving wire center designated by TelCove, up to a maximum of thirty (30) wire centers per TelCove request per month per state, and up to a maximum of one hundred twenty (120) wire centers total per month per state for all CLECs; and (iii) TelCove agrees to pay the cost as set forth in Exhibit B.

### **3. Collocation Options**

- 3.1 Cageless. BellSouth shall allow TelCove to collocate TelCove's equipment and facilities without requiring the construction of a cage or similar structure. BellSouth shall allow TelCove to have direct access to TelCove's equipment and facilities in accordance with Section 5.19 below. BellSouth shall make cageless collocation available in single rack/ bay increments. Except where TelCove's equipment requires special technical considerations (e.g., special cable racking or isolated ground plane), BellSouth shall assign cageless Collocation Space in conventional equipment rack lineups where feasible. For equipment requiring special technical considerations, TelCove must provide the equipment layout, including spatial dimensions for such equipment pursuant to generic requirements contained in Telcordia GR-63-Core, and shall be responsible for compliance with all special technical requirements associated with such equipment.
- 3.2 Caged. BellSouth will make caged collocation available in fifty (50) square foot increments, which should be sufficient enough, to collocate a single rack/bay of equipment. At TelCove's expense, TelCove will arrange with a Supplier certified by BellSouth (BellSouth Certified Supplier) to construct a collocation arrangement enclosure in accordance with BellSouth's reasonable and nondiscriminatory Technical References (TRs) (Specifications), where technically feasible as that term has been defined by the FCC, prior to starting equipment installation. BellSouth will provide Specifications to its BellSouth Certified Suppliers. Where local building codes require enclosure specifications more stringent than BellSouth's enclosure Specifications, TelCove and TelCove's BellSouth Certified Supplier must comply with the more stringent local building code requirements. TelCove's BellSouth Certified Supplier shall be responsible for filing and receiving any and all necessary permits and/or licenses for such construction. BellSouth shall cooperate with TelCove and provide, at TelCove's expense, the documentation, including existing building architectural drawings, enclosure drawings, and Specifications required and necessary for TelCove's BellSouth Certified Supplier to obtain the zoning, permits and/or other licenses. TelCove's BellSouth Certified Supplier shall bill TelCove directly for all work performed for TelCove pursuant to this Attachment. BellSouth shall have no liability for, nor responsibility to pay, such charges imposed by TelCove's BellSouth Certified Supplier. Upon request, BellSouth shall construct the enclosure for KMC Data.



- 3.2.1 BellSouth may elect to review TelCove's plans and specifications prior to allowing construction to start, to ensure compliance with BellSouth's Specifications. BellSouth will notify TelCove of its desire to execute this review in BellSouth's response to the Initial Application, if TelCove has indicated its desire to construct its own enclosure. If TelCove's Initial Application does not indicate its desire to construct its own enclosure, but its subsequent firm order does indicate its desire to construct its own enclosure, then notification to review will be given within ten (10) days after the Firm Order date. BellSouth shall complete its review within fifteen (15) days after the receipt of TelCove's plans and specifications. Regardless of whether or not BellSouth elects to review TelCove's plans and specifications, BellSouth reserves the right to inspect the enclosure after construction has been completed to ensure that it is constructed according to TelCove's submitted plans and specifications and/or BellSouth's Specifications, as applicable. If BellSouth decides to inspect the constructed Collocation Space, BellSouth will complete its inspection within fifteen (15) days after receipt of written notification of completion of the enclosure from TelCove. BellSouth may require TelCove to remove or correct within seven (7) days, at TelCove's expense, any structure that materially deviates from TelCove's plans and specifications or BellSouth's Specifications, if applicable. If TelCove requests BellSouth to construct the enclosure or do any other work, TelCove reserves the right to inspect the enclosure or work performed by BellSouth and review any plans or specifications related to the same.
- 3.3 Shared Caged Collocation. TelCove may allow other telecommunications carriers to share TelCove's caged collocation arrangement, where technically feasible as that term has been defined by the FCC, pursuant to the terms and conditions agreed to by TelCove (Host) and the other telecommunications carriers (Guests) pursuant to this Section, except where the Premises is located within a leased space and BellSouth is prohibited by said lease from offering such an option to TelCove or is located on property for which BellSouth holds an easement and such easement does not permit such an option for a Remote Site Location. BellSouth shall be notified in writing by TelCove upon the execution of any agreement between the Host and its Guest(s) prior to the submission of any application. Further, such notification shall include the name of the Guest(s), the term of the agreement, and a certification by TelCove that said agreement imposes upon the Guest(s) the same terms and conditions for Collocation Space as set forth in this Attachment between BellSouth and TelCove.
- 3.3.1 TelCove, as the Host, shall be the sole interface and responsible Party to BellSouth for the assessment and billing of rates and charges contained within this Attachment and for the purposes of ensuring that the safety and security requirements of this Attachment are fully complied with by the Guest(s), its employees and agents. BellSouth shall provide TelCove with a pro-ration of the costs of the Collocation Space based on the number of collocators and the space used by each. BellSouth will not allocate less than one (1) rack/bay per Host/Guest. In those instances where the Host permits a Guest to use a shelf within the Host's bay within a Remote Site Location, BellSouth will not prorate the cost of the bay. In all other states than Florida, and in addition to the above, TelCove shall be the responsible party to

- BellSouth for the purpose of submitting applications for initial and additional equipment placement for the Guest(s). In Florida, the Guest(s) may submit its own initial and additional equipment placement applications using the Host's Access Carrier Name Abbreviation (ACNA), provided that Guest secures permission from TelCove to use TelCove's ACNA and password. A separate Guest application shall result in the assessment of a Remote Site Application Fee, an Initial Application Fee or a Subsequent Application Fee, as set forth in Exhibit B, which will be billed to the Host on the date that BellSouth provides its written response to the Guest(s) Bona Fide Application (Application Response).
- 3.3.2 Notwithstanding the foregoing, the Guest(s) may submit service orders directly to BellSouth to request the provisioning of interconnecting facilities between BellSouth and the Guest(s), the provisioning of services, and access to unbundled network elements. The bill for these interconnecting facilities, services and access to UNEs will be charged to the Guest(s) pursuant to the applicable Tariff or the Guest's Interconnection Agreement with BellSouth.
- 3.3.3 TelCove shall indemnify and hold harmless BellSouth from any and all claims, actions, causes of action, of whatever kind or nature arising out of the presence of TelCove's Guest(s) in the Collocation Space, except to the extent caused by BellSouth's, its employees' or agents' negligence, gross negligence, or willful misconduct.
- 3.3.4 In making shared caged arrangements available, whether or not TelCove serves as Host, BellSouth may not increase the cost of site preparation or nonrecurring charges above the cost of provisioning such a shared arrangement of similar dimensions and material to a single collocating party.
- 3.4 Shared Remote Site Cageless Collocation. Subject to the requirements set forth in Section 3.3 above, to the extent BellSouth is permitted to offer shared collocation at Remote Site locations by property or easement owners, BellSouth will permit shared cageless collocation at such locations, where technically feasible, and space is available.
- 3.5 Adjacent Collocation. Subject to technical feasibility and space availability, BellSouth will permit an adjacent collocation arrangement (Adjacent Arrangement) on Premises' property only when space within the Premises is legitimately exhausted and where the Adjacent Arrangement does not interfere with access to existing or planned structures or facilities on the Premises' property. An Adjacent Arrangement shall be constructed or procured by TelCove and must be in conformance with reasonable and nondiscriminatory provisions of BellSouth's design and construction Specifications. Further, TelCove shall construct, procure, maintain and operate said Adjacent Arrangement(s) pursuant to all of the applicable rates, terms and conditions set forth in this Attachment. Additional rates, where applicable, shall be negotiated at the time of the application for the Remote Site Adjacent Arrangement.

- 3.5.1 If TelCove requests Adjacent Collocation, pursuant to the conditions stated in Section 3.5 above, TelCove must arrange with a BellSouth Certified Supplier to construct the Adjacent Arrangement structure in accordance with BellSouth's Specifications. BellSouth will provide Specifications upon request. Where local building codes require enclosure specifications more stringent than BellSouth's Specifications, TelCove and TelCove's BellSouth Certified Supplier must comply with the more stringent local building code requirements. TelCove's BellSouth Certified Supplier shall be responsible for filing and receiving any and all necessary zoning, permits and/or licenses for such construction. TelCove's BellSouth Certified Supplier shall bill TelCove directly for all work performed for TelCove pursuant to this Attachment. BellSouth shall have no liability for, nor responsibility to pay, such charges imposed by TelCove's BellSouth Certified Supplier.
- 3.5.2 TelCove must submit its Adjacent Arrangement construction plans and specifications to BellSouth when it places its Firm Order. BellSouth shall review TelCove's plans and specifications prior to construction of an Adjacent Arrangement(s) to ensure TelCove's compliance with BellSouth's Specifications. BellSouth shall complete its review within fifteen (15) days after receipt of the plans and specifications from TelCove for the Adjacent Arrangement. BellSouth may inspect the Adjacent Arrangement during and after construction is completed to ensure that it is constructed according to TelCove's submitted plans and specifications. If BellSouth decides to inspect the completed Adjacent Arrangement, BellSouth will complete its inspection within fifteen (15) days after receipt of written notification of completion of the enclosure from TelCove. BellSouth may require TelCove to remove or correct within seven (7) days at TelCove's expense, any structure that materially deviates from its submitted plans and specifications or BellSouth's Specifications, if applicable.
- 3.5.3 TelCove shall provide a concrete pad, the structure housing the arrangement, heating/ventilation/air conditioning (HVAC), lighting, and all of the facilities that are required to connect the structure (i.e., racking, conduits, etc.) to the BellSouth point of demarcation. At TelCove's option, and where the local authority having jurisdiction permits, BellSouth shall provide an AC power source and access to physical collocation services and facilities, subject to the same nondiscriminatory requirements as those applicable to any other physical collocation arrangement. In Alabama and Louisiana, BellSouth will provide DC power, to Adjacent Collocation sites where technically feasible, as that term has been defined by the FCC subject to individual case basis pricing that complies with the pricing standards of Sections 251 and 252 of the Act. TelCove's BellSouth Certified Supplier shall be responsible, at TelCove's sole expense, for filing and receiving any and all necessary zoning, permits and/or licenses for an Adjacent Arrangement. BellSouth shall allow shared use of the Adjacent Arrangement pursuant to the terms and conditions set forth in Section 3.4 above.
- 3.5.4 In the event that interior space in a BellSouth Premises becomes available, and subject to the provisions of Section 6.6 below, TelCove may, at its option, relocate its

- equipment from an adjacent facility into the interior space subject to the rates, terms and conditions of this Attachment 4.
- 3.6 Other Physical Collocation Arrangements. BellSouth will provide other collocation arrangements that have been demonstrated to be technically feasible. A previously successful method of obtaining interconnection or access to unbundled network elements at a particular premises or point on any incumbent LEC's network is substantial evidence that such method is technically feasible in the case of substantially similar network premises or points. In seeking a particular collocation arrangement, either physical or virtual, TelCove, is entitled to a presumption that such arrangement is technically feasible if any LEC has deployed such collocation arrangement in any incumbent LEC premises.
- 3.7 Virtual Collocation. Virtual Collocation will be made available according to the terms and conditions described in BellSouth's FCC Tariff No. 1 for all states except Florida, which will be made available pursuant to the terms and conditions contained in the Florida Access Services Tariff. BellSouth shall provide Virtual Collocation at the rates set forth in Exhibit B. If there are any inconsistencies between BellSouth's FCC Tariff No. 1 or the Florida Access Services Tariff, and this Agreement, the rates, terms, and conditions of this Agreement shall control.
- 3.7.1 Virtual Collocation would occur when TelCove provides and leases to BellSouth its transmission and other collocation equipment dedicated to TelCove's use. TelCove will be responsible for monitoring and controlling TelCove's circuits terminating at BellSouth's Premises. Once space preparation is complete, and upon TelCove's request, TelCove shall contract with a BellSouth Certified Supplier to install all equipment and facilities in accordance with BellSouth's guidelines and Specifications. TelCove shall be responsible for all costs of the BellSouth Certified Supplier's installation of TelCove's virtual collocation arrangement. TelCove shall be responsible for all engineering associated with the installation and the provision of the equipment, necessary supplies and related documentation related to provisioning TelCove's virtual collocation space. BellSouth will maintain and repair such equipment under the same intervals and with the same or better failure rates for performance of similar functions for comparable BellSouth equipment. Maintenance may include the change out of electronic cards provided by TelCove.
- 3.7.2 TelCove may purchase the equipment from a third party, and is not required to purchase the equipment from BellSouth.
- 3.7.3 BellSouth will make available digital, analog and fiber cross connects for Virtual Collocation at the rates contained in Exhibit B.
- 3.8 Remote Site Collocation. Remote Site Collocation is the placement of TelCove owned facilities and equipment in BellSouth remote sites. Equipment ownership, maintenance and insurance are the responsibility of the TelCove or their approved

- agent. The minimum amount of a Remote Site Collocation arrangement is one (1) bay/rack.
- 3.8.1 For equipment requiring special technical considerations, TelCove must provide the equipment layout, including spatial dimensions for such equipment pursuant to the generic requirements contained in Telcordia GR-63-Core, and shall be responsible for compliance with all special technical requirements associated with such equipment pursuant to Sections 3.8.2 and 3.8.3 below.
- 3.8.2 TelCove may elect to connect to a feeder line by submitting a service inquiry for that UNE to the Complex Resale Support Group (CRSG), as follows:
- 3.8.2.1 Connection to a BellSouth feeder line (when technically feasible) is achieved via cross connects located near the BellSouth equipment inside the Remote Site Location. In this case, the point of demarcation is the DSX (Digital System Cross Connect), feeder distribution interface, or LGX (Light Guide Cross Connect ) panel in the Remote Site Location.
- 3.8.2.2 Connection of the TelCove owned or leased entrance facilities into the Remote Site Collocation Space from TelCove's own point of presence is permitted. However, BellSouth will designate the point of entrance at the Remote Site location housing the collocation space, so that it is physically accessible to both Parties.
- 3.8.3 Distribution lines will be accessed through TelCove's provision of a copper cable through a conduit from the Remote Site collocation space to the feeder distribution interface of sufficient length for splicing. BellSouth will splice this cable to the distribution cable at the feeder distribution interface in eight (8) pair increments.
- 3.8.4 Virtual Collocation in the Remote Site. Virtual Collocation provides for the placement of TelCove owned equipment and facilities in a BellSouth Remote Site. The minimum amount of space offered for a virtual collocation arrangement is one (1) rack/bay. BellSouth will lease TelCove's entrance fiber or cable (to include copper) cabling and equipment for the nominal fee of one dollar. TelCove's certified supplier will install the equipment in the rack/bay. BellSouth will then be responsible for performing all installation, maintenance and repair of the Virtual in the Remote Site plug-ins, when TelCove requests such work via a Service Order or Maintenance ticket.
- 3.9 Cross Connect. A cross-connect purchased pursuant to this Attachment shall connect the demarcation point associated with TelCove's collocation arrangement to the UNEs purchased by TelCove pursuant to Attachment 2 of this Agreement hereof or the interconnection facilities purchased by TelCove pursuant to Attachment 3 of this Agreement hereof.
- 3.10 Co-Carrier Cross Connect (CCXC). CCXCs are cross-connects between TelCove and another collocated telecommunications carrier other than BellSouth in the same

- Premises. Where technically feasible, BellSouth will permit TelCove to interconnect directly between its virtual or physical collocation arrangements and those of another collocated telecommunications carrier within the same Premises via CCXCs and the associated cabling necessary to complete the interconnection consistent with 47 C.F.R. § 51.323. Both TelCove's agreement and the other collocated telecommunications carrier's agreement must contain rates, terms and conditions for CCXCs. BellSouth applicable charges will be imposed on the requesting telecommunications carrier. TelCove is prohibited from using the Collocation Space for the sole or primary purpose of cross connecting to other collocated telecommunications carriers.
- 3.10.1 TelCove may provision the CCXC using its own technicians, if certified as a BellSouth Certified Supplier, or contract with a BellSouth Certified Supplier to place the CCXC. The CCXC shall be provisioned through facilities owned or leased by TelCove. Such connections to other collocated telecommunications carriers may be made using either optical or electrical facilities (lit or dark). In cases where TelCove's equipment and the equipment of the other collocated telecommunications carrier are located in contiguous caged Collocation Spaces, TelCove may use its own technicians to install CCXCs using either electrical or optical facilities (and associated patch cords, jumper cables, tie-pairs, etc.) between the equipment of both collocated telecommunication carriers and construct a dedicated cable support structure, if needed, between the two (2) contiguous cages. TelCove shall deploy such optical or electrical connections directly between its own facilities and the facilities of another collocated telecommunications carrier without being routed through BellSouth's equipment. TelCove shall not provision CCXC on any BellSouth distribution frame, POT (Point of Termination) Bay, DSX, or LGX. TelCove is responsible for ensuring the integrity of the signal.
- 3.10.2 The CCXC fees provided for in this Agreement shall not apply when BellSouth has installed fiber or copper/coax cable support structure, pursuant to the terms and conditions of previous interconnection agreements between the Parties, that has been paid in full by TelCove via nonrecurring CCXC charges. If TelCove has ordered a service that originates from its collocation space and terminates to another collocater's space in the same BellSouth Premises, which caused a BellSouth technician to jumper the two (2) collocation spaces together using TelCove specific connecting facility assignments (CFAs) provided by TelCove and the other collocater at a BellSouth frame, panel or existing POT bay (wherever the point of demarcation resides), then BellSouth will permit these cross-connections to remain in service as provisioned and at the rates at which they were provisioned (grandfathered).
- 3.10.3 TelCove shall be responsible for providing a letter of authorization (LOA), with the application, to BellSouth from the other collocated telecommunications carrier to which it will be cross-connecting. TelCove provisioned CCXC shall utilize common cable support structure. There will be a recurring charge per linear foot, per cable, of common cable support structure used. In the case of two (2) contiguous caged collocation arrangements, TelCove may use its own technicians to construct the dedicated support structure between the two (2) collocation arrangements.

- 3.10.4 To request or self-provision CCXCs, TelCove must submit a Remote Site Application, an Initial Application or Subsequent Application to BellSouth. If no modification to the Collocation Space is requested other than the placement of CCXCs, the Co-Carrier Cross Connect/Direct Connect Only Application Fee for CCXCs, as set forth in Exhibit B, will apply. If modifications, in addition to the placement of CCXCs, are requested, the Initial Application or Subsequent Application Fee will apply as appropriate. BellSouth will bill this nonrecurring fee on the date that it provides an Application Response to TelCove. If the CCXC is requested as part of an Initial Application, only the Initial Application Fee shall apply, plus any other applicable charges.
- 3.10.5 If requested by TelCove, BellSouth will provision additional cable racking, if insufficient capacity is available to support TelCove's request to provision a CCXC itself.
- 3.11 Direct Connect (DC). BellSouth will permit TelCove to interconnect directly between TelCove's virtual and/or physical collocation arrangements within the same Premises by utilizing a DC. TelCove must use a BellSouth Certified Supplier to place the DC. The DC shall be provisioned through facilities owned by TelCove. In those cases where TelCove's virtual and/or physical collocation space is contiguous in the central office, TelCove will have the option of using TelCove's own technicians to deploy DC's using either electrical or optical facilities between the collocation spaces and constructing its own dedicated cable support structure. TelCove will deploy such optical or electrical connections directly between its own facilities without being routed through BellSouth equipment. TelCove may not self-provision DC's on any BellSouth distribution frame, POT, DSX or LGX.
- 3.11.1 TelCove is responsible for ensuring the integrity of the signal. TelCove-provisioned DC's shall utilize common cable support structure. There will be a recurring charge per linear foot, and a nonrecurring charge per cable, of the actual common cable support structure used. In the case of two (2) contiguous collocation arrangements, TelCove will have the option of using TelCove's own technicians to construct its own dedicated support structure.
- 3.11.2 To request or self-provision DCs, TelCove must submit an Initial Application or Subsequent Application. If no modification to the Collocation Space is requested other than the placement of DC's, the Co-Carrier Cross Connect/Direct Connect Only Application Fee for DC, as defined in Exhibit B, will apply. If modifications in addition to the placement of DC's are requested, the Initial Application or Subsequent Application Fee will apply. This nonrecurring fee will be billed by BellSouth on the date that BellSouth provides an Application Response.

#### **4. Occupancy**

- 4.1 Space Ready Date. BellSouth will notify TelCove in writing when the Collocation Space is ready for occupancy (Space Ready Date).
- 4.2 Acceptance Walkthrough. TelCove will schedule and complete an acceptance walkthrough of the Collocation Space with BellSouth within fifteen (15) days of the Space Ready Date. BellSouth will correct any deviations from TelCove's original or jointly amended application requirements within seven (7) days after the walkthrough, unless the Parties jointly agree upon a different time frame or mutually agree to accept the deviations. BellSouth will notify TelCove of a new Space Ready Date upon resolution of any deviations that require correction. Another acceptance walkthrough will then be scheduled and conducted within fifteen (15) days of the new Space Ready Date. This follow-up acceptance walkthrough will be limited to only those items identified in the initial walkthrough. This process will continue until the Space Acceptance Date as defined below in Section 4.3 following. TelCove must notify BellSouth in writing that collocation equipment installation is complete and operational with BellSouth's network.
- 4.3 Space Acceptance Date. If TelCove completes its acceptance walkthrough within the fifteen (15) day interval, the date of TelCove's acceptance of the Collocation Space, as indicated by TelCove's execution of a Space Acceptance Form, will be the Space Acceptance Date (Space Acceptance Date).
- 4.3.1 In the event that TelCove fails to complete an acceptance walkthrough within this fifteen (15) day interval, the Collocation Space shall be deemed accepted by TelCove on the Space Ready Date and the Space Acceptance Date will be established as the same date, provided that BellSouth has complied with all space preparation, provisions of TelCove's BFFO, and that all required of BellSouth is complete.
- 4.3.2 If TelCove decides to occupy the space prior to the Space Ready Date, the date TelCove occupies the space will be deemed the Space Acceptance Date.
- 4.4 Termination of Occupancy. In addition to any other provisions addressing termination of occupancy in this Agreement KMC Data may terminate occupancy in a particular Collocation Space by submitting a Subsequent Application, or a Remote Site Application requesting termination of occupancy. Such termination shall be effective upon BellSouth's execution of the Space Relinquishment Form for the collocation space(s) for which KMC Data seeks to terminate occupancy, which termination date shall be the same date as KMC Data's date of the Space Relinquishment Form, provided KMC Data has complied with all provisions of the Space Relinquishment Form. BellSouth may terminate KMC Data's right to occupy the Collocation Space in the event KMC Data fails to comply with any material provision directly related to Collocation in this Agreement provided BellSouth gives KMC Data thirty (30) days' prior written notice of the failure to comply and gives KMC Data an opportunity to cure during such period. Notwithstanding the above, any termination for non-payment of applicable fees, shall be in accordance with Attachment 7, Billing of this Agreement.



- 4.4.1 Upon termination of occupancy, TelCove, at its sole expense, shall remove its equipment and any other property from the Collocation Space. TelCove shall have thirty (30) days (Removal Date) from the Subsequent Application BFFO Date to complete such removal, including the removal of all equipment and facilities of TelCove's Guest(s), unless TelCove's Guest(s) has assumed responsibility for the Collocation Space housing the Guest(s)'s equipment, pursuant to the Commissions' space exhaust requirements and executed the appropriate documentation required by BellSouth prior to the TelCove Removal Date.
- 4.4.2 Should TelCove or TelCove's Guest(s) fail to vacate the Collocation Space by the Removal Date, BellSouth shall have the right to remove the equipment and dispose of the equipment and other property of TelCove or TelCove's Guest(s), in any commercially reasonable manner that BellSouth deems fit, at TelCove's expense and with no liability whatsoever for TelCove's property or TelCove's Guest(s)'s property, provided that BellSouth has not granted TelCove's request for an extension of the Removal Date, and such request shall not unreasonably be denied.
- 4.4.3 Upon termination of TelCove's right to occupy specific Collocation Space, the Collocation Space will revert back to BellSouth's space inventory, and TelCove shall surrender the Collocation Space to BellSouth in the same condition as when it was first occupied by TelCove, with the exception of ordinary wear and tear, unless otherwise agreed to by the Parties. TelCove's BellSouth Certified Supplier shall be responsible for updating and making any necessary changes to BellSouth's records as required by BellSouth's Specifications including, but not limited to, Central Office Record Drawings and ERMA Records. TelCove shall be responsible for the cost of removing any TelCove constructed enclosure, together with any supporting structures (e.g., racking, conduits or power cables), at the termination of occupancy and restoring grounds to their original condition.

## **5. Use of Collocation Space**

- 5.1 Equipment Type. BellSouth shall permit the collocation and use of any equipment necessary for interconnection or access to unbundled network elements, in accordance with the applicable FCC and Commission rules and orders. Equipment is necessary for interconnection if an inability to deploy that equipment would, as practical, economic, or operational matter, preclude the requesting carrier from obtaining interconnection with BellSouth at a level equal in quality to that which BellSouth obtains within its own network or what BellSouth provides to any Affiliate, subsidiary, or other party.
- 5.2 Equipment is necessary for access to an unbundled network element if an inability to deploy that equipment would, as a practical, economic, or operational matter, preclude the requesting carrier from obtaining nondiscriminatory access to that unbundled network element, including any of its features, functions, or capabilities.

- 5.3 Multi-functional equipment shall be deemed necessary for interconnection or access to an unbundled network element if and only if the primary purpose and function of the equipment, as the requesting carrier seeks to deploy it, meets either or both of the standards set forth above in Sections 5.1 and 5.2 above. For a piece of equipment to be utilized primarily to obtain equal in quality interconnection or nondiscriminatory access to one or more unbundled network elements, there also must be a logical nexus between the additional functions the equipment would perform and the telecommunication services TelCove seeks to provide to its customers by means of the interconnection or unbundled network element. The collocation of those functions of the equipment that, as stand-alone functions, do not meet either of the standards set forth above in Sections 5.1 and 5.2 above must not cause the equipment to significantly increase the burden on BellSouth's property. Such equipment necessary for interconnection or access to unbundled network elements shall include, but is not limited to transmission equipment, equipment to light dark fiber, optical terminating equipment and multiplexers, digital subscriber line access multiplexers, routers, asynchronous transfer mode multiplexers, multifunction equipment, remote switching modules, fiber distribution frames, splitters, concentrators, cross-connect systems, switching equipment other than traditional circuit switches, and ancillary equipment that enables a requesting carrier to assure proper provisioning and functioning of other collocated equipment. Subject to the provisions of this Section, TelCove may order BellSouth tariffed services that connect to such equipment in its Collocation Space.
- 5.3.1 Examples of equipment that would not be considered necessary include, but are not limited to: traditional circuit switching equipment, equipment used exclusively for call related databases, computer servers used exclusively for providing information services, operations support system (OSS) equipment used to support collocated telecommunications carrier network operations, equipment that generates customer orders, manages trouble tickets or inventory, or stores customer records in centralized databases, etc. BellSouth will determine upon receipt of an application if the requested equipment is necessary based on the criteria established by the FCC. Multifunctional equipment placed on Premises must not place any greater relative burden on BellSouth's property than comparable single function equipment. BellSouth may object to the collocation of equipment based on criteria and in accordance with procedures and limitations established by applicable FCC and Commission rules and orders. With the exception of the equipment set forth in this Section 5.3.1, BellSouth may not block collocation and use of equipment while a proceeding to determine whether BellSouth may block such placement is pending. If BellSouth prevails in such a proceeding, TelCove will remove such equipment from the collocation, within thirty (30) days of receipt of a written request to do so from BellSouth, or as otherwise set forth in the relevant Commission order.
- 5.4 Whenever BellSouth objects to collocation of equipment by KMC Data for purposes within the scope of Section 251(c)(6) of the Act, BellSouth shall prove to the state commission that the equipment is not necessary for interconnection or access to unbundled network elements under the standards set forth above in this Section. BellSouth may not object to the collocation of equipment on the grounds that the

- equipment does not comply with safety or engineering standards that are more stringent than the safety or engineering standards that BellSouth applies to its own equipment. BellSouth may not object to the collocation of equipment on the ground that the equipment fails to comply with Network Equipment and Building Specifications performance standards or any other performance standards. Collocated equipment must comply with the following Telcordia Network Equipment Building Systems (NEBS) General Equipment Requirements: Criteria Level 1 requirements as outlined in Telcordia Special Report SR-3580, Issue 1. If BellSouth denies collocation of KMC Data's equipment, citing safety standards, BellSouth must provide to KMC Data within five (5) business days of the denial a list of all equipment that BellSouth locates at the Premises in question, together with an affidavit attesting that all of the equipment meets or exceeds the safety standard that BellSouth contends the competitor's equipment fails to meet. This affidavit must set forth in detail: the exact safety requirement that KMC Data's equipment does not satisfy; BellSouth's basis for concluding that KMC Data's equipment does not meet this safety requirement; and BellSouth's basis for concluding why collocation of equipment not meeting this safety requirement would compromise network safety. BellSouth reserves the right to permit on a nondiscriminatory basis collocation of equipment that does not necessarily comport with the requirements of applicable FCC and Commission rules and orders.
- 5.5 All TelCove Remote Site equipment installation shall comply with BellSouth TR 73503-11h, "Grounding – Engineering Procedures". Metallic cable sheaths and metallic strength members of optical fiber cables as well as the metallic cable sheaths of all copper conductor cables shall be bonded to the designated grounding bus for the Remote Site Location. All copper conducted pairs, working and non-working, shall be equipped with a solid-state protector unit (over-voltage protection only), which has been listed by a nationally recognized testing laboratory and located within TelCove's Remote Site Collocation Space.
- 5.6 Terminations. TelCove shall not request more DS0, DS1, DS3 and optical terminations for a collocation arrangement than the total port or termination capacity of the equipment (including, but not limited to, transmission equipment, multiplexers, DSLAMS, DLC's, signal regenerators, cross connect panels) physically installed in the arrangement. The total capacity of the equipment collocated in the arrangement will include equipment contained in the application in question as well as the transmission equipment already placed in an arrangement. If full network termination capacity of the equipment being installed is not requested in the application, additional network terminations for the installed equipment will require the submission of another application. In the event that TelCove submits an application for terminations that exceed the total capacity of the collocated equipment, TelCove will be informed of the discrepancy and will be required to submit a revision to the application. Billing for terminations begin when services are ordered to those terminations via an ASR or a LSR.
- 5.7 TelCove will provide a list of those entities with a security interest in collocation equipment in TelCove's collocation sites to BellSouth. This list will be updated by

- TelCove once annually. This information shall be expressly covered by the confidentiality provisions contained in Section 12 of the General Terms and Conditions of this Agreement. In no event shall BellSouth use the list of entities for any purpose other than contacting equipment owners or lien holders subsequent to abandonment of such equipment by TelCove.
- 5.8 No Marketing. TelCove shall not use the Collocation Space for marketing purposes, nor shall it place any marketing materials outside the Collocation Space or on the grounds of the Premises.
- 5.9 Collocation Space/Equipment Identification. TelCove shall place a plaque on or affix other identification (e.g., stenciling) to TelCove's equipment, in order for BellSouth to identify TelCove's equipment, including a list of emergency contacts with telephone numbers. For caged collocation the identification may be placed on a plaque affixed outside of the caged enclosure. All equipment must be identified for cageless collocation.
- 5.10 Entrance Facilities. TelCove may elect to place TelCove-owned or TelCove-leased (from BellSouth or a third party provider) fiber entrance facilities into its Collocation Space. BellSouth will designate the point of interconnection as close as reasonably possible to the Premises building housing the Collocation Space, such as at an entrance manhole or a cable vault, which are physically accessible by both Parties. TelCove will provide and place fiber cable at the point of entrance (in the entrance manhole) of sufficient length to be pulled through conduit and into the splice location. TelCove will provide and place copper or fiber cable through conduit from the Remote Site Collocation Space to the feeder distribution interface to the splice location of sufficient length for splicing by BellSouth. In Central Offices, TelCove will provide and install a sufficient length of fire retardant riser cable, to which the entrance cable will be spliced by BellSouth. The fire retardant riser cable will extend from the splice location to TelCove's equipment in the Collocation Space. In the event TelCove utilizes a non-metallic, riser-type entrance facility, a splice will not be required. TelCove must contact BellSouth for instructions prior to placing any entrance facility cable in the manhole. TelCove is responsible for maintenance of the entrance facilities.
- 5.10.1 Central Office - Microwave Entrance Facilities. At TelCove's option, BellSouth will accommodate, where technically feasible, a microwave entrance facility, pursuant to separately negotiated terms and conditions.
- 5.10.2 Central Office -Copper and Coaxial Cable Entrance Facilities. BellSouth shall permit TelCove to use copper or coaxial cable entrance facilities, if approved by the Commission. Notwithstanding the foregoing, in the case of adjacent collocation, copper facilities may be used between the adjacent collocation arrangement and the central office demarcation point unless BellSouth determines that limited space is available for the placement of entrance facilities.

- 5.11 Dual Entrance Facilities. BellSouth will provide at least two (2) interconnection points at each Premise where at least two such interconnection points are available and capacity exists. Upon receipt of a request by TelCove for dual entrance facilities to its physical Collocation Space, BellSouth shall provide TelCove with information regarding BellSouth's capacity to accommodate the requested dual entrance facilities. If conduit in the serving manhole(s) is available and is not reserved for another purpose or for utilization within twelve (12) months of the receipt of an application for collocation, BellSouth will make the requested conduit space available for installing a second entrance facility to TelCove's arrangement. The location of the serving manhole(s) will be as close as reasonably possible to the Premises housing the Collocation Space, but determined by BellSouth on a reasonable and nondiscriminatory basis. Where dual entrance facilities are not available due to lack of capacity, BellSouth will provide this information to TelCove in the Application Response. BellSouth shall not deny an Application for the sole reason that dual entrance facilities are not available.
- 5.12 Shared Use. TelCove may utilize spare capacity on an existing interconnector's entrance facility for the purpose of providing an entrance facility to TelCove's collocation arrangement within the same Premises.
- 5.12.1 In a Central Office, BellSouth shall allow the splice, as long as the fiber is non-working dark fiber. TelCove must arrange with BellSouth in accordance with all reasonable and nondiscriminatory requirements set forth in BellSouth's Special Construction Procedures, RL93-11-030BT, and provide a LOA from the other telecommunications carrier for BellSouth to perform the splice of the TelCove provided riser cable to the spare capacity on the entrance facility. If TelCove desires to allow another telecommunications carrier to use its entrance facilities, that telecommunications carrier must arrange with BellSouth in accordance with all reasonable and nondiscriminatory requirements set forth in BellSouth's Special Construction Procedures, RL93-11-030BT, and provide a LOA from TelCove for BellSouth to perform the splice of that telecommunications carrier's provided riser cable to the spare capacity on TelCove's entrance facility.
- 5.12.2 For a Remote Site, the Parties will negotiate the rates, terms and conditions based upon the technical feasibility and physical capacity at the time of a request from TelCove.
- 5.13 Central Office Demarcation Point. BellSouth, in a reasonable and nondiscriminatory manner and in accordance with any and all applicable FCC and Commission rules and orders, will designate the point(s) of demarcation between KMC Data's equipment and/or network and BellSouth's network. Each Party will be responsible for the installation, maintenance and operation of all equipment/facilities on its side of the demarcation point and may make any terminations that may be required on their side of the demarcation point and may self-provision cross connects within the Collocation Space that may be required to activate service requests. KMC Data shall have access to the demarcation point and all equipment and facilities on its side of the demarcation

point. KMC Data shall not have access to BellSouth's side of the demarcation point. When troubles cannot be clearly isolated to BellSouth's facilities and equipment, BellSouth will agree to test cooperatively with KMC Data to assist in trouble isolation to a specific Party's facilities and equipment as set forth in Section 2.3.13 of BellSouth's FCC Tariff No. 1. If KMC Data performs testing of its facilities and submits a trouble ticket to BellSouth indicating a trouble exists on BellSouth's side of the demarcation, then BellSouth will perform the required testing on its side of the demarcation point to isolate the trouble reported by KMC Data. If BellSouth does find that a trouble exists on its side of the demarcation point after it has performed the required testing of its facilities, then BellSouth will take the necessary action to repair its facilities to eliminate the trouble and KMC Data will not be charged for submission of the trouble ticket. If BellSouth cannot locate any trouble on its side of the demarcation point, then BellSouth will assess KMC Data the applicable Maintenance of Services charge as set forth in Section 13.3.1 of BellSouth's FCC Tariff No. 1, based on the amount of time, in half-hour increments, it takes a BellSouth technician to complete the appropriate testing. If, within thirty (30) days of BellSouth's billing of the Maintenance of Services charge, KMC Data performs its testing of the same facilities and finds that the trouble has not been eliminated and does not reside on KMC Data's side of the demarcation point, then the KMC Data shall submit a second trouble ticket to BellSouth. If, after testing has been performed by BellSouth, the trouble is actually determined to be on BellSouth's side of the demarcation point, BellSouth will not charge KMC Data for the submission of the trouble ticket. BellSouth shall also credit KMC Data's account for the amount of the original Maintenance of Service charge on this same facility, within the next billing cycle. For 2-wire and 4-wire connections to BellSouth's network, the demarcation point shall be a common block on the BellSouth designated conventional distributing frame (CDF). KMC Data shall be responsible for providing, and KMC's BellSouth Certified Supplier shall be responsible for installing and properly labeling/stenciling, the common, and necessary cabling pursuant to Section 7 below. For DS1 and DS3 connections, the demarcation point shall be a BellSouth provided DSX panel, or elsewhere if mutually agreed. For fiber connections, the demarcation point shall be a BellSouth provided LGX panel, or elsewhere if mutually agreed. For DS0 connections, the demarcation point shall be a BellSouth designated distributing frame. BellSouth shall not require KMC to use an intermediate interconnection arrangement in lieu of a direct connection to BellSouth's network if technically feasible.

- 5.13.1 Existing point(s) of demarcation – TelCove provided POT Bay. BellSouth will grandfather existing point(s) of demarcation established at a TelCove provided POT Bay. TelCove shall order services using the existing remaining terminations in the POT bay.
- 5.13.2 Existing point(s) of demarcation – BellSouth provided POT Bay. BellSouth will grandfather existing point(s) of demarcation established at a BellSouth provided POT Bay. TelCove shall order services using the existing remaining cabling and terminations in the POT Bay.

- 5.13.3 Irrespective of where the demarcation point in a central office is located, BellSouth shall provide TelCove with access to the TelCove's side of the demarcation point pursuant to this Section.
- 5.14 Remote Site Point of Demarcation. The point of demarcation will be as follows for each service level: DS-0 services will be the feeder distribution interface. DS1 services will be at the designated BellSouth DS1 cross-connect panel. DS3 services will be at the designated BellSouth DS3 cross-connect panel. Dark fiber services will be at the designated BellSouth LGX panel.
- 5.15 TelCove's Equipment and Facilities. TelCove, or if required by this Attachment, TelCove's BellSouth Certified Supplier, is solely responsible for the design, engineering, installation, testing, provisioning, performance, monitoring, maintenance and repair of the equipment and facilities used by TelCove and collocated in the Collocation Space or elsewhere in the Premises. Such equipment and facilities may include, but are not limited to, cable(s), equipment, and point of termination connections. TelCove need not use a BellSouth Certified Supplier to monitor, maintain or repair its own equipment and facilities.
- 5.16 BellSouth's Access to Enclosed Collocation Space. Except in the case of an emergency, BellSouth will not access TelCove's locked enclosure prior to notifying TelCove at least seventy-two (72) hours or three (3) business days, whichever is greater, before access to the Collocation Space is required. BellSouth retains the right to access TelCove's space for the purpose of making BellSouth equipment or cabling and building modifications (e.g., altering or removing racking, ducts, electrical wiring, HVAC, and cabling). TelCove may elect to be present whenever BellSouth performs work in the Collocation Space. The Parties agree that TelCove will not bear any of the expense associated with this type of work. BellSouth, its employees, vendors and agents, will comply at all times with its own security and safety procedures and requirements, while in TelCove's space.
- 5.16.1 In cases of emergency, BellSouth will provide oral notice of entry as soon as possible (such oral notice most likely will be after entry) and, upon request, will provide subsequent written notice containing the time of entry, cause for emergency, and a listing of personnel allowed to enter the space during said emergency.
- 5.17 TelCove must provide the local BellSouth Central Office building contact with two Access Keys that will allow BellSouth entry into enclosed and locked Collocation Space, including but not limited to, Adjacent Arrangements, pursuant to this Section. Access Keys may not be duplicated under any circumstances. BellSouth agrees to be responsible for all Access Keys and for the return of all Access Keys after the contractual obligation with TelCove ends, upon the termination of this Attachment, or upon the termination of occupancy of an individual collocation arrangement.
- 5.18 Subject to the Limitation of Liability Section in the General Terms and Conditions of this Agreement, BellSouth shall be liable for the negligent actions of its employees or agents and for any damage caused to TelCove's equipment, facilities or Collocation

Space while in TelCove's Collocation Space and shall indemnify and hold harmless TelCove from any claim, liability or damages that may result from such entry into TelCove's Collocation Space by BellSouth, its agents, contractors or employees.

- 5.19 TelCove's Access. TelCove shall have access to its Collocation Space or Remote Site Collocation Space twenty-four (24) hours a day, seven (7) days a week. Such access will be unescorted, provided TelCove complies with the requirements set forth in Section 13 below. TelCove agrees to provide the name and social security number, date of birth, or driver's license number of each employee, supplier, or agent of TelCove or TelCove's Guests that will be provided with access keys or cards (Access Keys) prior to the issuance of said Access Keys, using form RF-2906-C, the "CLEC and CLEC Certified Supplier Access Request and Acknowledgement" form. When distributing access keys or cards, BellSouth shall provide receipt acknowledgement forms, the "Collocation Acknowledgement Sheet" for access cards and the "Key Acknowledgement Form" for keys to TelCove. These receipt acknowledgement forms must be signed by TelCove and returned to BellSouth Access Management within fifteen (15) days of TelCove's receipt of keys or cards. Failure to return these properly acknowledged forms will result in the holding of subsequent access key or card requests until the proper acknowledgement documents have been received by BellSouth. Access Keys may not be duplicated under any circumstances. TelCove agrees to be responsible for all Access Keys and for the return of all Access Keys in the possession of TelCove's employees, suppliers, Guests, or agents after termination of the employment relationship, the contractual obligation with TelCove ends, upon the termination of this Attachment, or upon the termination of occupancy of an individual collocation arrangement. The BellSouth Access Customer Advocacy Center (ACAC) emergency access contact numbers will be provided to TelCove for access related issues.
- 5.19.1 BellSouth will permit one accompanied site visit to TelCove's designated collocation arrangement location, after receipt of the BFFO without charge to TelCove. TelCove must submit to BellSouth the completed Access Control Request Form for all employees or agents requiring access to the Premises within a minimum of thirty (30) days prior to the date TelCove desires access to the Collocation Space or Remote Collocation Space. TelCove may submit a request for its one accompanied site visit to its designated collocation arrangement location at any time subsequent to BellSouth's receipt of the BFFO. BellSouth shall respond to such request within five (5) business days, and shall use best efforts to facilitate the visit on the date requested by TelCove. In the event TelCove desires access to the Collocation Space or Remote Collocation Space after submitting such a request, but prior to the approval of its access request, in addition to the first accompanied free visit, BellSouth shall permit TelCove to access the Collocation Space or Remote Collocation Space, prior to completing BellSouth's Training requirements (as set forth in Section 13 below), accompanied by a security escort, at TelCove's expense. TelCove must request escorted access to its designated collocation arrangement location at least three (3) business days prior to the date such access is desired. A security escort will be required whenever TelCove or its approved agent desires access to the entrance manhole.



- 5.19.2 Lost or Stolen Access Keys. The Parties shall immediately notify each other in writing in the case of lost or stolen Access Keys. If it becomes necessary for BellSouth to re-key buildings or enclosures or deactivate a card as a result of a lost Access Key(s) or for failure to return an Access Key(s), KMC Data shall pay for the costs of re-keying or deactivating the card as set forth in the rates in Exhibit B. If it becomes necessary for KMC Data to re-key an enclosure due to BellSouth losing a key or if a key becomes stolen while in the possession of BellSouth, BellSouth will pay KMC Data the applicable costs, as supported by documentation, to re-key an enclosure or replace lost or stolen keys that KMC Data has previously provided to BellSouth.
- 5.20 Health Related Facilities and Parking. TelCove authorized personnel will have reasonable access to health related facilities (e.g., bathrooms, eyewash stations, shower stations, drinking water, etc. within the Premises), as well as to available parking.
- 5.21 Interference or Impairment. For purposes of this Section, the term “significantly degrades” shall be defined as an action that noticeably impairs a service from a user’s perspective.
- 5.21.1 Interference or Impairment. Notwithstanding any other provisions of this Attachment, TelCove shall not use any product or service provided under this Agreement, any other service related thereto or used in combination therewith, or place or use any equipment or facilities in any manner that 1) significantly degrades, or significantly impairs from the service provider’s perspective, a traditional voice band service or advanced service provided by BellSouth, or by any other entity whose service enters, is routed through or exits that Central Office; 2) endangers or damages the equipment, facilities or any other property of BellSouth or of any other entity located in the central office or on the Premises in which the Central Office is located; 3) knowingly or unlawfully compromises the privacy of any communications routed through the Premises; or 4) creates an unreasonable risk of injury or death to any individual or to the public. If BellSouth reasonably determines that any equipment or facilities of TelCove violates the provisions of this paragraph, BellSouth shall provide written notice to TelCove, which shall direct TelCove to cure the violation within forty-eight (48) hours of TelCove’s actual receipt of written notice or, if such cure is not feasible, at a minimum, to commence curative measures within twenty-four (24) hours and to exercise reasonable diligence to complete such measures as soon as possible thereafter. After receipt of the notice, the Parties agree to consult immediately and, if necessary, to conduct an inspection of the arrangement. The Parties will act in good faith and in a cooperative manner to determine or isolate the source of significant degradation. Any dispute regarding the source of the risk, impairment, interference, or degradation may be resolved pursuant to the dispute resolution provisions set forth in the General Terms and Conditions of this Agreement.
- 5.21.2 Except in the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services, if TelCove fails to commence curative action within twenty-four (24) hours

and exercise commercially reasonable efforts to complete such action as soon as possible or if the violation is of a character that poses an immediate and substantial threat of physical damage to property or injury or death to any person, then and only in that event, BellSouth may take such action as it deems necessary to eliminate such threat, including, without limitation, the interruption of electrical power to TelCove's equipment which BellSouth has determined beyond a reasonable doubt is the cause of such threat. In the case of TelCove not taking action within twenty-four (24) hours and exercising commercially reasonable efforts to complete such action as soon as possible, BellSouth will provide notice to TelCove prior to, or, if made impossible due to the nature of the threat imposed, as soon as possible after the taking of such action and provided that BellSouth, its agents, contractors or employees conduct themselves in strict compliance with this Section and except to the extent that such action by BellSouth fails to comport with the requirements of this paragraph or otherwise constitutes negligence, gross negligence or willful misconduct, BellSouth shall have no liability to TelCove for any damages arising from such action. If BellSouth's right to take action pursuant to this Section results solely from TelCove's failure to take curative action or to exercise commercially reasonable efforts to complete such action as soon as possible, BellSouth shall provide notice prior to taking action under this Section. Any disputes with respect to BellSouth's right to take such action under this Section 5.21.2 shall be resolved pursuant to the dispute resolution provisions set forth in the General Terms and Conditions of this Agreement.

5.21.3 In the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services and TelCove fails to take curative action within forty-eight (48) hours, then BellSouth will establish before the Commission that the technology deployment is causing the significant degradation. Any claims of network harm presented to TelCove or, if subsequently necessary, the Commission must be supported by BellSouth with specific and verifiable information. When BellSouth demonstrates that a certain technology deployed by TelCove is significantly degrading the performance of other advanced services or traditional voice band services, TelCove shall discontinue deployment of that technology and migrate its customers to technologies that will not significantly degrade the performance of other such services. Where the only degraded service itself is a known disturber, and the newly deployed technology satisfies at least one of the criteria for a presumption that it is acceptable for deployment under applicable FCC and Commission rules and orders, the degraded service shall not prevail against the newly deployed technology.

5.22 Central Office Personalty and its Removal. Subject to requirements of this Attachment, TelCove may place or install in or on the Central Office Collocation Space such facilities and equipment, including storage for and spare equipment, as it deems desirable for the conduct of business, provided that such equipment is telecommunications equipment, or is desirable for the maintenance and operation of the collocated telecommunications equipment, and does not violate floor loading requirements, imposes or could impose or contains or could contain environmental conditions or hazards. Personal property, facilities and equipment placed by TelCove

- in the Collocation Space shall not become a part of the Collocation Space, even if nailed, screwed or otherwise fastened to the Collocation Space, but shall retain its status as personalty and may be removed by TelCove at any time. Any damage caused to the Collocation Space by TelCove's employees, suppliers, agents or representatives during the removal of such property shall be promptly repaired by TelCove's expense.
- 5.23 Alterations. Under no condition shall TelCove or any person acting on behalf of TelCove make any rearrangement, modification, augment, improvement, addition, and/or other alteration which could affect in any way space, power, HVAC, and/or safety considerations to the Collocation Space or the Premises, hereinafter referred to individually or collectively as "Alterations", without the express written consent of BellSouth, which shall not be unreasonably withheld. The cost of any such Alteration shall be paid by TelCove. Any such Alteration shall require a Subsequent Application and will result in the assessment of a Remote Site Application Fee, a Subsequent Application Fee, an Administrative Only Application Fee or an Initial Application Fee as set forth in Section 6.2.1 below, and, which will be billed by BellSouth on the date that BellSouth provides TelCove with an Application Response.
- 5.24 Janitorial Service. TelCove shall be responsible for the general upkeep of its Collocation Space. TelCove shall arrange directly with a BellSouth Certified Supplier for janitorial services applicable to Caged Collocation Space. BellSouth shall provide a list of such suppliers on a site-specific basis, upon request.
- 6. Ordering and Preparation of Central Office and Remote Site Collocation Space**
- 6.1 Initial Application. For TelCove or TelCove's Guest(s) initial equipment placement, TelCove shall submit to BellSouth a Physical Expanded Interconnection Application Document (Initial Application). The Initial Application is considered Bona Fide when it is complete and accurate, meaning that all of the required fields on the application are completed with the appropriate type of information
- 6.1.1 Initial Application Fee. An Application Fee, as set forth in Exhibit B, will apply to each Initial Application submitted by TelCove, and will be billed by BellSouth on the date that BellSouth provides TelCove with an Application Response.
- 6.2 Subsequent Application. In the event TelCove or TelCove's Guest(s) desires to modify the Collocation Space after a BFFO, TelCove shall complete an application that contains all of the detailed information associated with an Alteration to the Collocation Space, as defined in Section 5.23 above ("Subsequent Application"). The Subsequent Application is considered Bona Fide when it is complete and accurate, meaning that all of the required fields on the Subsequent Application are completed with the appropriate type of information associated with the Alteration. BellSouth shall determine what modifications, if any, to the Premises are necessary to accommodate the change requested by TelCove in the application. Such modifications to the Premises may include, but are not limited to: floor loading changes, changes

- necessary to meet HVAC requirements, changes to power plant requirements, equipment additions, etc.
- 6.2.1 Subsequent Application Fee. The application fee paid by TelCove for its request for an Alteration shall be dependent upon the level of assessment needed for the Alteration requested. Where the Subsequent Application does not require assessment for provisioning or construction work but requires administrative costs by BellSouth, an Administrative Only Application Fee will be required as set forth in Exhibit B. This Administrative Only Application Fee will be applicable in instances such as Transfer of Ownership of the Collocation Space, Removal of Equipment from the Collocation Space, where the removal requires no physical work to be done by BellSouth, modification to an application prior to BFFO and V-to-P Conversion (In Place). The fee for a Subsequent Application where the Alteration requested has limited effect (e.g., requires limited assessment but no capital expenditure by BellSouth as sufficient cable support structure, HVAC, power and terminations are available) shall be the Subsequent Application Fee as set forth in Exhibit B. If the modification requires capital expenditure, an Initial Application Fee shall apply. This nonrecurring fee will be billed on the date that BellSouth provides TelCove with an Application Response.
- 6.3 Remote Site Application. When TelCove or TelCove's Guest(s) desires to install a bay/rack in a Remote Site Location, TelCove shall submit to BellSouth a Physical Expanded Interconnection Application Document (Remote Site Application). The Remote Site Application is Bona Fide when it is completed and accurate, meaning that all required fields on the Remote Site Application are completed with the appropriate type of information. An application fee, as set forth in Exhibit B, will apply which will be billed on the date that BellSouth provides an Application Response. The placement of an additional bay/rack at a later date will be treated in the same fashion and a Remote Site Application will be required. The installation of additional shelves/equipment, subject to the restrictions contained in Section 3.8 above, within an existing bay or rack does not require a Remote Site Application.
- 6.3.1 Availability of Space. Upon submission of an application, BellSouth will permit TelCove to physically collocate in any available full bay/rack of space, pursuant to the terms of this Attachment, at any BellSouth Remote Site Location, unless BellSouth has determined that there is no full bay/rack of space available due to space limitations after BellSouth has conducted a review of all space within the Remote Site Location or that collocation at the Remote Site Location is not practical for technical reasons. In the event space is not immediately available at a Remote Site Location, BellSouth reserves the right to make additional space available, in which case the conditions in Section 7 below shall apply, or BellSouth may elect to deny space in accordance with this Section in which case virtual or adjacent collocation options may be available. If the amount of space requested is not available, BellSouth will notify TelCove of the amount that is available.
- 6.4 Space Preferences. If TelCove has previously requested and received a Space Availability Report for the Premises, KMC Data may submit up to three (3) space

preferences on its application by identifying the specific space identification numbers referenced on the Space Availability Report for the space it is requesting. In the event BellSouth cannot accommodate the TelCove's preference(s), TelCove may accept the space allocated by BellSouth or cancel its application, (without incurring an application fee), and submit another application requesting additional space preferences for the same central office. This application will be treated as a new application and an application fee will be billed by BellSouth on the date that BellSouth provides TelCove with an Application Response.

6.5 Space Availability Notification.

- 6.5.1 Unless otherwise specified, BellSouth will respond to an application within ten (10) days as to whether space is available or not available within a requested Premises. BellSouth's electronic application system will indicate when the application is Bona Fide. If the application cannot be Bona Fide, BellSouth will describe the items necessary to cause the application to become Bona Fide. If the amount of space requested is not available, BellSouth will notify TelCove of the amount of space that is available and no application fee will apply. When BellSouth's response includes an amount of space less than that requested by TelCove or space that is configured differently, no application fee will apply. If TelCove decides to accept the available space, TelCove must resubmit its application to reflect the actual space available, including the configuration of the space. When TelCove resubmits its application, BellSouth will bill TelCove the appropriate application fee.
- 6.5.2 BellSouth will respond to a Florida and Tennessee application within fifteen (15) days as to whether space is available or not available within a Premises. BellSouth's electronic application system will indicate when the application is Bona Fide. If the application cannot be Bona Fide, BellSouth will describe the items necessary to cause the application to become Bona Fide. If the amount of space requested is not available, BellSouth will notify TelCove of the amount of space that is available or space that may be configured differently and no application fee will apply. If TelCove decides to accept the available space, TelCove must amend its application to reflect the actual space available, including the configuration of the space, prior to submitting a BFFO.
- 6.5.3 Denial of Application. If BellSouth notifies TelCove that no space is available ("Denial of Application"), BellSouth will not assess an application fee to TelCove. After providing written notice to TelCove that BellSouth has no available space in the requested Premises, BellSouth will allow TelCove, upon request, to tour the entire Premises within ten (10) days of such Denial of Application, or as otherwise agreed to by the Parties. In order to schedule this tour, the request for the tour of the Premises must be received by BellSouth at least five (5) days prior to the tour date.
- 6.5.4 BellSouth's written notice of denial shall provide TelCove with information relevant to the denial of its request for collocation space, and give some detail as to why the space was denied.

- 6.5.5 Expedited Removal of Equipment in a Space Exhaust Scenario. BellSouth shall remove obsolete unused equipment from its Premises prior to denying a request for collocation on the grounds of space limitations, unless BellSouth proves to the Commission that collocation at the point is not technically feasible.
- 6.5.6 BellSouth will provide virtual collocation in accordance with applicable FCC and Commission rules and orders.
- 6.5.7 Filing of Petition for Waiver. Upon Denial of Application, BellSouth will timely file a petition with the Commission pursuant to 47 U.S.C. § 251(c)(6). BellSouth shall provide to the Commission any information required or requested by that Commission. Such information shall include which space, if any BellSouth or any of BellSouth's affiliates have reserved for future use and a detailed description of the specific future uses for which the space has been reserved. Subject to an appropriate nondisclosure agreement or provision, BellSouth shall permit TelCove to inspect any floor plans or diagrams that BellSouth provides to the Commission.
- 6.6 Waiting List. On a first-come, first-served basis, governed by the date of receipt of an application or Letter of Intent, BellSouth will maintain a waiting list of requesting carriers who have either received a Denial of Application or, where it is publicly known that the Premises is out of space, have submitted a Letter of Intent to collocate in that Premises. BellSouth will notify the requesting carriers on the waiting list by mail when space becomes available, according to the position of each requesting carrier on said waiting list.
- 6.6.1 In Florida, on a first come, first served basis, governed by the date of the receipt of an application or Letter of Intent, BellSouth will maintain a waiting list of requesting carriers who have either received a Denial of Application or, where it is publicly known that the Premises is out of space, have submitted a Letter of Intent to collocate in that Premises. Sixty (60) days prior to space becoming available, if known, BellSouth will notify the Commission and the telecommunications carriers on the waiting list by mail when space becomes available according to the position of each telecommunications carrier on said waiting list. If BellSouth does not know sixty (60) days in advance of when space will become available, BellSouth will notify the Commission and the telecommunications carriers on the waiting list within two (2) business days of the determination that space is available. A telecommunications carrier that, upon denial of physical collocation, requests virtual collocation shall be automatically placed on the waiting list.
- 6.7 When space becomes available, TelCove must submit an updated, complete, and correct application to BellSouth within thirty (30) days of notification by BellSouth that space will be available in the Premises previously out of space. If TelCove has originally requested caged Collocation Space and cageless Collocation Space becomes available, TelCove may refuse such space and notify BellSouth in writing within the thirty (30) day timeframe that TelCove wants to maintain its place on the waiting list, without accepting the available cageless Collocation Space. TelCove may accept an

- amount of space less than its originally requested space by submitting an application as set forth above, and upon request, may maintain its position on the waiting list for the remaining space that was initially requested. If TelCove does not submit an application or notify BellSouth in writing as described above, BellSouth will offer the space to the next telecommunications carrier on the waiting list and remove TelCove from the waiting list. Upon request, BellSouth will advise TelCove as to its position on the waiting list.
- 6.8 Public Notification. BellSouth will maintain on its Interconnection Services website a notification document that will indicate all Premises that are without available space. BellSouth shall update such document within ten (10) days of the date that BellSouth becomes aware that insufficient space is available to accommodate physical collocation. BellSouth will also post a document on its Interconnection Services website that contains a general notice when space has become available in a Premises previously on the space exhaust list.
- 6.9 Application Response.
- 6.9.1 In Alabama, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, and South Carolina, when space has been determined to be available for caged or cageless arrangements, BellSouth will provide an Application Response within twenty (20) days of receipt of a Bona Fide application for physical collocation and ten (10) days for virtual collocation. The Central Office Application Response will include sufficient information to enable TelCove to place a Firm Order, which, at a minimum, will consist of the configuration of the space, the Cable Installation Fee, Cable Records Fee, and any other applicable space preparation fees, as described in Section 8 below.
- 6.9.1.1 BellSouth will provide the Remote Site Application Response in Alabama, Georgia, Kentucky, Mississippi, North Carolina, and South Carolina, when space has been determined to be available, within twenty (20) days of receipt of a Bona Fide application. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 8 below.
- 6.9.1.2 BellSouth will provide the Remote Site Application Response in Louisiana, when space has been determined to be available, within thirty (30) days for one (1) to ten (10) applications; thirty-five (35) days for eleven (11) to twenty (20) applications; and for requests of more than twenty (20) applications, the Application Response interval will be increased by five (5) days for every five (5) applications received within five (5) business days. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 8 below.
- 6.9.2 In Florida and Tennessee, within fifteen (15) days of receipt of a Bona Fide application, when space has been determined to be available or when a lesser amount of space than that requested is available, then with respect to the space available,

- BellSouth will provide an Application Response including sufficient information to enable TelCove to place a Firm Order. The Central Office Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 8 below. When TelCove submits ten (10) or more applications within ten (10) days, the initial fifteen (15) day response interval will increase by ten (10) days for every additional ten (10) applications or fraction thereof.
- 6.9.2.1 BellSouth will provide the Remote Site Application Response in Florida, within fifteen (15) days of receipt of a Bona Fide application, when space has been determined to be available or when a lesser amount of space than that requested is available, then with respect to the space available, BellSouth will provide an Application Response including sufficient information to enable KMC Data to place a Firm Order. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 8 below. When KMC Data submits ten (10) or more applications within ten (10) days, the initial fifteen (15) day response period will increase by ten (10) days for every additional ten (10) applications or fraction thereof.
- 6.9.2.2 BellSouth will provide the Remote Site Application Response in Tennessee, when space has been determined to be available, within twenty (20) days of receipt of a Bona Fide application. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 8 below.
- 6.10 Application Modifications.
- 6.10.1 If a modification or revision is made to any information in the Bona Fide Application prior to a BFFO, with the exception of modifications to Customer Information, Contact Information or Billing Contact Information, at the request of TelCove, or necessitated by technical considerations agreed to by both Parties, the application shall be considered a new application and handled as a new application with respect to the response and provisioning intervals. BellSouth will charge TelCove the appropriate application fee associated with the level of assessment performed by BellSouth. If the modification requires no labor or capital expenditure by BellSouth, but BellSouth must perform an assessment of the application to evaluate whether or not BellSouth would be required to perform necessary infrastructure or provisioning activities, then an Administrative Only Application Fee shall apply. The fee for an application modification where the modification requested has limited effect (e.g., requires labor expenditure but no capital expenditure by BellSouth and where sufficient cable support structure, HVAC, power and terminations are available) shall be the Subsequent Application Fee as set forth in Exhibit B. A modification involving a capital expenditure by BellSouth shall require TelCove to submit the application with an Initial Application Fee. This nonrecurring fee will be billed by BellSouth on the date that BellSouth provides TelCove with an Application Response.



6.11 Bona Fide Firm Order.

- 6.11.1 KMC Data shall indicate its intent to proceed with its request for collocation space in a BellSouth Premises by submitting a Bona Fide Firm Order to BellSouth. The BFFO must be received by BellSouth no later than thirty (30) days after receipt of BellSouth's Application Response to KMC Data's Bona Fide Application or KMC Data's application will expire.
- 6.11.2 BellSouth will establish a firm order date based upon the date BellSouth is in receipt of TelCove's BFFO. BellSouth will acknowledge the receipt of TelCove's BFFO within seven (7) days of receipt, so that TelCove will have positive confirmation that its BFFO has been received. BellSouth's response to a BFFO will include a Firm Order Confirmation, which contains the firm order date. No revisions can be made to a BFFO.

**7. Construction and Provisioning**

7.1 Construction and Provisioning Intervals.

- 7.1.1 In Florida and Tennessee, BellSouth will complete construction for physical and Remote Site collocation arrangements as soon as possible within a maximum of ninety (90) days from receipt of a BFFO or as agreed to by the Parties. For Alterations requested to the Collocation Space after initial space completion, BellSouth will complete construction for physical and remote site collocation arrangements as soon as possible within a maximum of forty-five (45) days from receipt of a BFFO or as agreed to by the Parties if no additional space requested. If BellSouth does not believe that construction for physical and remote site collocation will be completed within the relevant timeframe and BellSouth and TelCove cannot agree upon a completion date, within forty-five (45) days of receipt of the BFFO for an initial request, and within thirty (30) days of receipt of the BFFO for an Alteration, BellSouth may seek an extension from the Commission. For virtual collocation arrangements in Florida and Tennessee, BellSouth will complete construction for initial and Alterations requested to the virtual Collocation Space after initial space completion as soon as possible within a maximum of sixty (60) days.
- 7.1.2 In Alabama, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, and South Carolina, BellSouth will complete construction for caged collocation arrangements under ordinary conditions as soon as possible within a maximum of ninety (90) days from receipt of a BFFO or as agreed to by the Parties. BellSouth will complete construction for cageless and Remote Site collocation arrangements under ordinary conditions as soon as possible within a maximum of sixty (60) days from receipt of a BFFO and ninety (90) days from receipt of a BFFO for extraordinary conditions, or as agreed to by the Parties. BellSouth will complete construction for virtual collocation arrangements under ordinary conditions as soon as possible within a maximum of fifty

(50) days under ordinary conditions from receipt of a BFFO and seventy five (75) days from receipt of a BFFO for extraordinary conditions, or as agreed to by the Parties. Ordinary conditions are defined as space available with only minor changes to support systems required such as, but not limited to, HVAC, cabling and the power plant. Extraordinary conditions shall include, but not be limited to, major BellSouth equipment rearrangements or additions; power plant additions or upgrades; major mechanical additions or upgrades; a major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. The Parties may mutually agree to renegotiate an alternative provisioning interval or BellSouth may seek a waiver from this interval from the Commission.

- 7.1.3 Records Only Change. When TelCove adds equipment within initial demand parameters that requires no additional space preparation work on the part of BellSouth, then no additional charges or additional intervals will be imposed by BellSouth.
- 7.1.4 Central Office Augments. In the states of Alabama, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, and South Carolina, BellSouth will provide the reduced intervals outlined below to TelCove, when TelCove requests a Central Office augment that is identified in Sections 7.1.4.1, 7.1.4.2, 7.1.4.3, 7.1.4.4 and 7.1.4.5 (“Augment”) after the Space Ready Date for existing physical collocation space. The cost of any such Augment shall be paid by TelCove. Unless otherwise set forth in Section 7.1.4.10 below, any such Augment application will require a Subsequent Application.
- 7.1.4.1 Simple Augments will be completed within twenty (20) days after receipt of the BFFO for an:
- Extension of Existing AC Circuit Capacity within Arrangement Where Sufficient Circuit Capacity is Available
  - Fuse Change and/or Increase or Decrease -48V DC Power from Existing ILEC BDFB
- 7.1.4.2 Minor Augments will be completed within forty-five (45) days after receipt of the BFFO for:
- 168 DS1s Terminations at the ILEC Demarcation Frame (Databasing Only; Panels, Relay Racks and Overhead Racking Exist)
  - 96 DS3s Terminations at the ILEC Demarcation Frame (Databasing Only; Panels, Relay Racks and Overhead Racking Exist)
  - 99 Fiber Terminations at the ILEC Demarcation Frame (Databasing Only; Panels, Relay Racks and Overhead Racking Exist)
  - Maximum of 2000 Service Ready DS0 Terminations at the ILEC Demarcation Frame (Databasing Only; Panels, Relay Racks and Overhead Racking Exist)
- 7.1.4.3 Intermediate Augments will be completed within sixty (60) days after receipt of the BFFO for:

- 168 DS1s (Databasing and Installation of Termination Panels, Relay Racks or Additional Structure as Required)
- 96 DS3s (Databasing and Installation of Termination Panels, Relay Racks or Additional Structure as Required)
- 99 Fiber Terminations (Databasing and Installation of Termination Panels, Relay Racks or Additional Structure as Required)
- 2000 DS0s (Databasing and Installation of Termination Panels, Relay Racks or Additional Structure as Required)
- Install Cable Racking or Other Support Structures as Required to Support Co-Carrier Cross Connects (Adequate Floor or Ceiling Structural Capacity Exists and Support/Protection Structure for Fiber Patch Cord is Excluded)

- 7.1.4.4 Major Augments –Physical Collocation will be completed within ninety (90) days after BFFO and includes all requests for additional physical collocation space (caged or cageless).
- 7.1.4.5 Major Augments – Virtual Collocation will be completed within seventy-five (75) days after BFFO and includes all requests for additional virtual collocation space
- 7.1.4.6 If TelCove submits an Augment application request that includes two Augment items from the same category in Sections 7.1.4.1, 7.1.4.2, and 7.1.4.3 above, the Augment interval associated with the next highest augment category will apply (e.g., if two items from the minor Augment category are requested on the same request, then an interval of sixty (60) days from the receipt of the BFFO would apply, which is the interval associated with the intermediate category).
- 7.1.4.7 If TelCove submits an Augment application request that includes three Augment items from the same category in Sections 7.1.4.1, 7.1.4.2, and 7.1.4.3 above, the major Augment interval of ninety (90) days from the receipt of the BFFO would apply (e.g., if three items from the simple augment category are requested on the same request for a physical collocation arrangement, then an interval of ninety (90) days from the receipt of the BFFO would apply, which is the major physical augment interval; likewise if three items from the simple Augment category are requested on the same request for a virtual collocation arrangement, then an interval of seventy-five (75) days from the receipt of the BFFO would apply, which is the major virtual Augment interval).
- 7.1.4.8 If TelCove submits an Augment application request that includes one Augment item from two separate categories in Sections 7.1.4.1, 7.1.4.2 and 7.1.4.3 above, the Augment interval associated with the higher augment category will apply (e.g., if an item from the minor augment category and an item from the intermediate Augment category are requested on the same request, then an interval of sixty (60) days from the receipt of the BFFO would apply, which is the interval associated with the intermediate Augment category).
- 7.1.4.9 All Augments not expressly included in the Simple, Minor, Intermediate or Major categories as outlined above will be placed into the appropriate category as negotiated

- by TelCove and BellSouth. If TelCove and BellSouth are unable to determine the appropriate category through negotiation, then the appropriate major augment category identified in Sections 7.1.4.4 and 7.1.4.5 above would apply based on whether the Augment request is for TelCove's physical or virtual collocation arrangement.
- 7.1.4.10 Individual application fees associated with simple, minor and intermediate Augment applications are contained in Exhibit B. The appropriate application fee will be assessed to TelCove at the time BellSouth provides TelCove with the Application Response. If TelCove requests multiple items from different Augment categories BellSouth will bill TelCove the Augment Application Cost, as identified in Exhibit B, associated with the higher Augment category only. TelCove will be assessed a Subsequent Application Fee for all Major Augment applications (Major Augments are defined above in Sections 7.1.4.4 and 7.1.4.5 above). The Subsequent Application Fee is also reflected in Exhibit B.
- 7.2 Joint Planning. Unless otherwise agreed to by the Parties, a joint planning meeting or other method of joint planning between BellSouth and TelCove will commence within a maximum of twenty (20) days from BellSouth's receipt of a BFFO. At such meeting, the Parties will agree to the preliminary design of the Collocation Space and the equipment configuration requirements as reflected in the Application and affirmed in the BFFO. TelCove Upon mutual agreement and within a mutually agreed upon time frame, the Parties will exchange any additional information requested (including, but not limited to cable type and cable termination specifications, naming convention and requirements, diagrams or drawings depicting the exact path of entrance facilities from the interconnection point to the Collocation Space, power cabling connectivity, feeder and fuse specifications and requirements, BellSouth contacts and escalation procedures, and identification of demarcation points) at the Joint Planning Meeting.
- 7.3 Permits. Each Party or its agent(s) will diligently pursue filing for the permits required for the scope of work to be performed by that Party or its agent(s) within ten (10) days of the completion of the finalized construction design and specifications.
- 7.4 Acceptance Walkthrough. TelCove will schedule and complete an acceptance walkthrough of each Collocation Space with BellSouth within fifteen (15) days of BellSouth's notification to TelCove that the Collocation Space is ready for occupancy. In the event TelCove fails to complete an acceptance walkthrough within this fifteen (15) day interval, the Collocation Space shall be deemed accepted by TelCove provided that BellSouth has complied with all space preparation, provisions of TelCove's BFFO, and that all required of BellSouth is completed on the Space Ready Date. BellSouth will correct any deviations to TelCove's original or jointly amended design and/or specification requirements within seven (7) days after the walkthrough, unless the Parties jointly agree upon a different timeframe. At the end of the acceptance walkthrough or after any deviations are corrected, TelCove will execute a Space Acceptance Form indicating its acceptance of the Collocation Space.

- 7.5 Central Office Circuit Facility Assignments (CFAs). BellSouth will provide CFAs to TelCove as soon as possible and no later than thirty (30) days after BellSouth's receipt of a Bona Fide Firm Order, except as set forth in Section 7.5.1 below. The ACTL will be provided to TelCove no later than with the issuance of the CFA.
- 7.5.1 To provide CFAs to KMC Data prior to the Provisioning Interval for those Premises in which KMC Data has a physical collocation arrangement with a POT bay provided by KMC Data or a virtual collocation arrangement, KMC Data must provide BellSouth with the following information:
- 7.5.1.1 For a physical collocation arrangement with a TelCove-provided POT bay - a complete layout of the POT panels (equipment inventory update (EIU) form) showing locations, speeds, etc.
- 7.5.1.2 For a virtual collocation arrangement - a complete layout of TelCove's equipment (equipment inventory update (EIU) form), including the locations of the low speed ports and the specific frame terminations to which the equipment will be wired by TelCove's BellSouth Certified Supplier.
- 7.5.1.3 TelCove may submit an EIU form at any time after the twentieth (20<sup>th</sup>) day after the BFFO. CFAs will be provided within ten (10) days of receipt of the EIU form.
- 7.5.2 BellSouth will bill TelCove a nonrecurring charge, as set forth in Exhibit B, each time TelCove requests a resend of its CFAs for any reason other than a BellSouth error in the CFAs initially provided to TelCove.
- 7.5.3 For a Remote Site CFAs are not used. Distribution lines will be accessed by TelCove provisioning a copper cable through a conduit from the Remote Site collocation space to the feeder distribution interface (FDI) of sufficient length for splicing. BellSouth personnel will splice TelCove's cable to a group/bundle of the distribution cable at the FDI. Groups/Bundles will be provided in 8-pair increments. In order to establish the cable/pair range TelCove must submit a Remote Site Splitter Ordering Document (RSOD) which can be found in the Remote Site High Frequency Spectrum (RS HFS) CLEC Information Package located on BellSouth's web site at [http://interconnection.bellsouth.com/guides/unedocs/rs\\_hfs.pdf](http://interconnection.bellsouth.com/guides/unedocs/rs_hfs.pdf). Once the cable/pair range is established TelCove can then submit LSRs for individual line activations.
- 7.6 Use of BellSouth Certified Supplier. TelCove shall select a supplier which has been approved as a BellSouth Certified Supplier to perform all construction, engineering as specified in TR 73503, installation and removal work. TelCove, if a BellSouth Certified Supplier, or TelCove's BellSouth Certified Supplier must follow and comply with all of the reasonable and nondiscriminatory requirements, outlined in BellSouth TR 73503, TR 73519, TR 73572, and TR 73564. In some cases, TelCove must use a separate BellSouth Certified Supplier for those work activities associated with transmission equipment, switching equipment and power equipment, unless the BellSouth Certified Supplier has met the requirements for all of the required work activities. BellSouth shall provide TelCove with a list of BellSouth Certified

- Suppliers, upon request. TelCove, if a BellSouth Certified Supplier, or its BellSouth Certified Supplier(s) shall be responsible for installing TelCove's equipment and associated components, extending power cabling to the BellSouth power distribution frame, performing operational tests after installation is complete, and notifying BellSouth's equipment engineers and TelCove upon successful completion of installation and all associated work.. In cases where a BellSouth Certified Supplier is used, the BellSouth Certified Supplier shall bill TelCove directly for all work performed for TelCove pursuant to this Attachment. BellSouth shall have no liability for, nor responsibility to pay, such charges imposed by TelCove's BellSouth Certified Supplier. BellSouth shall make available its supplier certification program to TelCove or any supplier proposed by TelCove and will not unreasonably withhold certification.
- 7.7 Alarm and Monitoring. BellSouth shall place environmental alarms in the Premises for the protection of BellSouth equipment and facilities. TelCove shall be responsible for placement, monitoring and removal of environmental and equipment alarms used to service TelCove's Collocation Space. Upon request, BellSouth will provide TelCove with an applicable tariffed service(s) to facilitate remote monitoring of collocated equipment by TelCove. Both Parties shall use best efforts to notify the other of any verified environmental condition (e.g., temperature extremes or excess humidity) known to that Party.
- 7.8 Virtual to Physical Collocation Relocation. TelCove may relocate its existing virtual collocation arrangement(s), according to the standard intervals identified in Sections 7.1.1 and 7.1.2 above, to a physical collocation arrangement(s) and pay the appropriate fees associated with physical collocation and the rearrangement or reconfiguration of services terminated in the virtual collocation arrangement, as set forth in Exhibit B to this Attachment 4. In the event BellSouth knows when additional space for physical collocation may become available at the location requested by TelCove, such information will be provided to TelCove in BellSouth's written denial of physical collocation space. To the extent that (i) physical Collocation Space becomes available to TelCove within one hundred eighty (180) days of BellSouth's written denial of TelCove's request for physical collocation, (ii) BellSouth had knowledge that the space was going to become available, and (iii) TelCove was not informed in the written denial that physical Collocation Space would become available within such one hundred eighty (180) days, then TelCove may relocate its virtual collocation arrangement to a physical collocation arrangement and will receive a credit for any nonrecurring charges previously paid for such virtual collocation. TelCove must arrange with a BellSouth Certified Supplier for the relocation of equipment from its virtual Collocation Space to its physical Collocation Space and will bear the cost of such relocation.
- 7.9 Virtual to Physical Conversion (In-Place). Virtual collocation arrangements may be converted to "in-place" physical arrangements if the potential conversion meets the following four criteria: 1) there is no change in the amount of equipment or the configuration of the equipment that was in the virtual collocation arrangement; 2) the conversion of the virtual collocation arrangement will not cause the equipment or the results of that conversion to be located in a space that BellSouth has reserved for its

- own future needs; 3) the converted arrangement does not limit BellSouth's ability to secure its own equipment and facilities due to the location of the virtual collocation arrangement; and 4) any changes to the arrangement can be accommodated by existing power, HVAC, and other requirements. BellSouth will complete virtual to in-place physical collocation conversions within forty-five (45) days from receipt of the BFFO. BellSouth will bill TelCove an Administrative Only Application Fee as set forth in Exhibit B on the date that BellSouth provides an Application Response to TelCove.
- 7.10 Cancellation. If at any time prior to space acceptance, TelCove cancels its order for Collocation Space(s) (Cancellation), BellSouth will bill the applicable nonrecurring rate(s) as set forth in Exhibit B for any and all work processes for which work has begun or been completed.
- 7.11 Licenses. TelCove, at its own expense, will be solely responsible for obtaining from governmental authorities, and any other appropriate agency, entity, or person, all rights, privileges, and licenses necessary or required, if any, to operate as a provider of telecommunications services to the public or to build-out, equip and/or occupy the Collocation Space.
- 7.12 Environmental Compliance. The Parties agree to utilize and adhere to the Environmental Hazard Guidelines identified in Exhibit A attached hereto.
- 8. Rates and Charges**
- 8.1 TelCove agrees to pay the rates and charges identified in Exhibit B attached hereto.
- 8.2 Application Fee. BellSouth shall assess an application fee by generating a service order, which shall be issued at the time BellSouth responds that space is available pursuant to Section 6.9 above. BellSouth will bill this nonrecurring fee on the date that BellSouth provides an Application Response to TelCove.
- 8.2.1 In Tennessee, the applicable application fee for caged physical collocation is the planning fee for both Initial Applications and Subsequent Applications placed by TelCove. BellSouth will bill this nonrecurring fee on the date that BellSouth provides an Application Response to TelCove.
- 8.3 Rack/Bay Space. The rack/bay space charge includes reasonable charges for air conditioning, ventilation and other allocated expenses associated with maintenance of the Remote Site Location, and includes amperage necessary to power TelCove's equipment. TelCove shall pay rack/bay space charges based upon the number of racks/bays requested. BellSouth will assign Remote Collocation Space in conventional remote site rack/bay lineups where technically feasible.
- 8.4 Recurring Charges. If TelCove has met the applicable fifteen (15th) day walkthrough interval specified in Section 4.3 above, billing for recurring charges will begin upon the Space Acceptance Date. In the event that TelCove fails to complete an acceptance

- walkthrough within the applicable fifteen (15th) day interval, billing for recurring charges will commence on the Space Ready Date. If TelCove occupies the space prior to the Space Ready Date, the date TelCove occupies the space is deemed the new Space Acceptance Date and billing for recurring charges will begin on that date.
- 8.5 TelCove shall continue the payment of all monthly fees to BellSouth until the date that TelCove, and if applicable TelCove's Guest(s), has fully vacated the Collocation Space and the Space Relinquishment Form has been accepted by BellSouth. Billing for monthly recurring charges will cease on the date that TelCove and BellSouth conduct an inspection of the terminated space and jointly sign off on the Space Relinquishment Form or on the date that TelCove signs off on the Space Relinquishment Form and sends this form to BellSouth, if a subsequent inspection of the terminated space by BellSouth reveals no discrepancies. In the latter case, if subsequent inspection by BellSouth within fifteen (15th) days of its receipt of the Space Relinquishment Form, does reveal discrepancies, billing for monthly recurring charges will cease on the date that BellSouth and TelCove jointly conduct an inspection, which confirms that TelCove has corrected all of the noted discrepancies. A Subsequent Application Fee will not apply for the termination of occupancy.
- 8.6 Space Preparation. Space preparation fees consist of a nonrecurring charge for firm order processing and monthly recurring charges for central office modifications assessed per arrangement, per square foot and common systems modifications assessed per arrangement, per square foot for cageless collocation and per cage for caged collocation. TelCove shall remit payment of the nonrecurring firm order processing fee coincident with submission of a BFFO. The charges recover the costs associated with preparing the Collocation Space, which includes survey, engineering of the Collocation Space, design and modification costs for network, building and support systems. In the event TelCove opts for cageless space, the space preparation fees will be assessed based on the total floor space dedicated to TelCove as prescribed in this Section. If TelCove was previously billed ICB or nonrecurring space preparation charges by BellSouth, but has not paid such charges in full, BellSouth will determine any outstanding amounts due from TelCove, and the Parties will agree on such outstanding amounts that are due and owing to BellSouth. If TelCove pays such outstanding amounts to BellSouth, no additional space preparation charges will be applicable or billed going forward for those collocation arrangements, for which space preparation charges have been paid in full through previously billed ICB or nonrecurring space preparation charges. However, any new requests for collocation space or augmentations requesting additional space for an existing collocation arrangement will be billed pursuant to the current monthly recurring space preparation rates set forth in Exhibit B.
- 8.7 Floor Space. Billing for floor space, if applicable, will begin on the Space Acceptance Date. The Floor Space Charge includes reasonable charges for lighting, HVAC, and other allocated expenses associated with maintenance of the Premises but does not include any expenses for power supplied to TelCove for its equipment. When the Collocation Space is enclosed, TelCove shall pay floor space charges based upon the number of square feet so enclosed. When the Collocation Space is not enclosed,



- TelCove shall pay floor space charges based upon the following floor space calculation: [(depth of the equipment lineup in which the rack is placed) + (0.5 x maintenance aisle depth) + (0.5 x wiring aisle depth)] X (width of rack and spacers). For purposes of this calculation, the depth of the equipment lineup shall consider the footprint of equipment racks plus any equipment overhang. BellSouth will assign unenclosed Collocation Space in conventional equipment rack lineups where feasible. In the event TelCove's equipment requires special cable racking, isolated grounding or other treatment which prevents placement within conventional equipment rack lineups, TelCove shall be required to request an amount of floor space sufficient to accommodate the total equipment arrangement.
- 8.8 Cable Installation. Cable Installation Fee(s) are assessed per entrance cable placed. This nonrecurring fee will be billed by BellSouth upon receipt of TelCove's BFFO.
- 8.9 Security Escort. Rates for a security escort are assessed according to the schedule appended hereto as Exhibit B beginning with the scheduled escort time. BellSouth will wait for one half (1/2) hour after the scheduled time for such an escort and TelCove shall pay for such half hour charges in the event TelCove fails to show up.
- 8.10 Cable Record Charges. These charges apply for work required to build cable records in BellSouth systems. The VG/DS0 cable record charge is for a maximum of thirty six hundred (3600) records. The Fiber cable record charge is for a maximum of ninety-nine (99) records. These nonrecurring fees will be billed upon receipt of TelCove's BFFO.
- 8.11 Power Rates. Rates for power are as set forth in Exhibit B of this attachment. Applicable rates shall vary depending on whether KMC Data elects to be billed on a fused basis, by electing to remain (or install new collocations or augments) under the traditional collocation power billing method, or, by electing to convert collocations to (or install new collocations or augments under) the power usage option using List 1 (L-1) Drain as defined by Telcordia and set forth in Section 9 below.
- 8.11.1 Intentionally left blank.
- 8.11.2 Other. If no rate is identified in the contract, the rate for the specific service or function will be negotiated by the Parties upon request by either Party.
- 8.12 Grandfathered Rates.
- 8.12.1 The rates for the recurring charges for grandfathered CCXC will be the rates in effect before the Effective Date of this Agreement, if any, and such rates shall be set forth in Exhibit B.
- 8.12.2 The grandfathered POT Bay rates are pursuant to state ordered rates for particular POT Bay elements.

## 9. Central Office Power

9.1 BellSouth shall make available -48 Volt (-48V) Direct Current (DC) power for TelCove's Collocation Space at a BellSouth Battery Distribution Fuse Bay (BDFB). If TelCove was previously served off BellSouth's main power board pursuant to TelCove's previous Interconnection Agreement, that arrangement shall be grandfathered. Recurring charges for -48V DC power will be assessed as set forth in Section 8.11 above with a minimum of 10 Amps per collocation arrangement.

9.1.1 Fused Amp Billing Option. Monthly recurring charges for -48V DC power will be assessed per fused amp per month using the following formula:

For power provisioned from a BDFB – The number of fused amps requested by KMC Data on its collocation application for power that is being provisioned from a BellSouth BDFB will be multiplied by the DC power fused amp rate set forth in Exhibit B.

For power provisioned from the main power board – The number of fused amps made available at the main power board, in increments of two hundred twenty-five (225) amps, will be multiplied by the DC power fused amp rate set forth in Exhibit B.

9.1.2 Central Office Physical Collocation List 1 Drain Power Usage Option. The Central Office List 1 Drain Power Usage Option provided in this Section 9 shall be applicable for all nine (9) states in the BellSouth region (Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee) as a package within Attachment 4. This option shall be provided in all nine (9) states in lieu of other metered or usage options that exist or may subsequently arise (by order or contract) in any of these nine (9) states for the duration of this Agreement. If any rates or terms of this power usage provision are modified pursuant to the change in law provision as set forth in the General Terms and Conditions of this Agreement then, for each state hereunder, all of the ordered rates and associated terms and conditions shall apply thereafter and to each physical collocation arrangement to which the List 1 Drain Power Usage Option applied and, to the extent that there are no such ordered rates in a state, the rates of the then current BellSouth standard interconnection agreement shall apply in such state subject to the modification of Agreement provisions in the General Terms and Conditions. If any rates or terms of this power usage provision are modified by TelCove's adoption of the rates, terms and conditions of another CLEC's interconnection agreement pursuant to Section 252 (i) of the Act in any of the states covered by this Agreement, such adopted rates, terms and conditions shall apply thereafter and to each physical collocation arrangement to which the List 1 Drain Power Usage Option applied and, in any states not covered by such adoption, the rates, terms and conditions for power usage, if any, of the then current BellSouth standard interconnection agreement shall apply, provided that such language fully effectuates and is consistent with applicable state commission orders.

9.1.2.1 For each new physical collocation arrangement for which TelCove desires the List 1 Drain Power Usage Option, TelCove shall indicate in Remarks on its Initial Application that the List 1 Drain Power Usage Option is being elected.

TelCove shall provide the total List 1 (L-1) Drain amperages, based on the manufacturer's published specifications, for the equipment being installed based on the Telcordia definition of List 1 Drain defined in "LSSGR: Power, Section 13", GR-513-CORE Issue 1, September, 1995, paragraph 4.2.10.2 page 4-15. Also, TelCove must provide reference(s) to the manufacturer's published specifications in Remarks in Section 6 of the application.

If the manufacturer does not publish L-1 drain, then TelCove shall estimate L-1 drain using either of the following formulas:

- 1) If the manufacturer publishes heat dissipation in Watts, divide the published heat dissipation in Watts by 50 Volts to derive estimated L-1 drain in Amps. TelCove shall enter this estimated L-1 drain in Section 6 of the application and include the reference for the manufacturer's published heat dissipation. Example: The manufacturer did not publish L-1 drain, but did publish heat dissipation of 1,000 Watts.  $1,000 \text{ W} / 50 \text{ V} = 20 \text{ A}$ . Enter 20 A as L-1 drain.
- 2) If the manufacturer does not publish either L-1 drain or heat dissipation, multiply the manufacturer's recommended fuse size by 0.67 (67%) to derive an estimated L-1 drain. TelCove shall enter this estimated L-1 drain in Section 6 of the application and include the reference for the manufacturer's published recommended fuse size. Example: Published recommended fuse size is 30 Amps.  $30 \text{ A} * 0.67 = 20 \text{ A}$ . Enter 20 A as the L-1 drain.

- 9.1.2.2 For each location that TelCove wants to convert to the List 1 Drain Power Usage Option, TelCove will submit a Subsequent Application indicating the total List 1 (L-1) Drain amperage based on the manufacturer's published specifications, for all equipment that is currently installed and any equipment added on this application and provide the manufacturer's documentation references for the specifications in Section 6 Remarks of the application. TelCove agrees to include in the Comments section of the Subsequent Application the following comment:

This Subsequent Application is TelCove's certification that TelCove is opting to convert this physical collocation arrangement to the List 1 Drain Power Usage Option using the List 1 Drain total amperage for the equipment indicated in Section 6 of this application.

- 9.2 BellSouth will bill TelCove the appropriate application fee, as set forth in Exhibit B of this Attachment, on the date that BellSouth provides an Application Response to each Subsequent Application requesting to convert a physical collocation arrangement to the List 1 Drain Power Usage Option.
- 9.3 When TelCove submits the appropriate Initial or Subsequent Application indicating its desire to elect the List 1 Drain usage option for a particular physical collocation arrangement in a specific Central Office, BellSouth will provide the associated Application Response pursuant to Section 6 of this Attachment. It will then be the

responsibility of TelCove to submit a BFFO, indicating its desire to proceed with its request. After BellSouth receives the BFFO from TelCove, the Initial or Subsequent Application will be completed by BellSouth within the provisioning intervals contained in Section 7 of this Attachment and TelCove will be notified of the Space Ready Date. When a Subsequent Application is used to elect the List 1 Drain usage option and there are no other changes requested, billing for the recurring charges will begin upon the Space Ready Date. BellSouth shall have the right to validate the manufacturer's published List 1 drain documentation as well as the right to verify actual usage based on meter reading at its own expense. If there is a difference of 10% (plus or minus) between what TelCove indicates its List 1 Drain Power usage to be and what BellSouth believes the actual List 1 Drain Power Usage to be, the parties agree to participate jointly to verify the actual usage or validate the specifications. This meeting should take place within 10 working days after BellSouth's provides written notice to TelCove that such a review is needed. Once the analysis is completed and the actual usage is determined, TelCove agrees to submit a Records Only Application to update the List 1 Drain amounts so that BellSouth can adjust the billing accordingly.

- 9.4 When obtaining power from the BDFB, fuses and power cables (A&B) must be engineered (sized) and installed by TelCove's BellSouth Certified Supplier. TelCove is responsible for contracting with a BellSouth Certified Supplier for power distribution feeder cable runs from a BellSouth BDFB to TelCove's equipment. The BellSouth Certified Supplier contracted by TelCove must provide BellSouth with a copy of the engineering power specifications prior to the day on which TelCove's equipment becomes operational. BellSouth will provide the common power feeder cable support structure between the BellSouth BDFB and TelCove's Collocation Space. TelCove shall contract with a BellSouth Certified Supplier who will be responsible for the following: dedicated power cable support structure within TelCove's Collocation Space, power cable feeds, and terminations of cable.

If TelCove elects to install its own DC Power Plant, BellSouth shall provide Alternating Current (AC) power to feed TelCove's DC Power Plant. Charges for AC power will be assessed per breaker ampere. When obtaining power from a BellSouth service panel, protection devices and power cables must be engineered (sized) and installed by TelCove's BellSouth Certified Supplier, with the exception that BellSouth shall engineer and install protection devices and power cables for Adjacent Collocation. TelCove's BellSouth Certified Supplier must also provide a copy of the engineering power specifications prior to the day on which TelCove's equipment becomes operational. Charges for AC power shall be assessed pursuant to the rates specified in Exhibit B. AC power voltage and phase ratings shall be determined on a per location basis. At TelCove's option, TelCove may arrange for AC power in an Adjacent Collocation arrangement from a retail provider of electrical power.

TelCove has the option to purchase power directly from an electric utility company where technically feasible and where space is available in a requested BellSouth Premises. Under such an option, TelCove is responsible for contracting with the electric utility company for its own power feed and meter, and is financially

responsible for purchasing all equipment necessary to accomplish the conversion of the commercial AC power to DC power, including inverters, batteries, power boards, bus bars, BDFBs, backup power supplies and power cabling. The actual work to install this arrangement must be performed by a BellSouth Certified Supplier hired by TelCove. TelCove's BellSouth Certified Supplier must comply with all applicable national, regional, state and local safety, electrical, fire and building codes, including the National Electric Safety Code standards, in installing this power arrangement, just as BellSouth is required to comply with these codes. TelCove must submit an application to BellSouth for the appropriate amount of collocation space that TelCove requires to install this type of power arrangement. BellSouth will evaluate the request and determine if the appropriate amount of space is available within the office for the installation of TelCove's power equipment and facilities. This type of power arrangement must be located in an appropriate area in the central office that has been properly conditioned for the installation of power equipment and conforms to the applicable national, regional, state and local safety, electrical, fire and building codes. BellSouth shall waive the application fee or any other nonrecurring charge that would otherwise be due from a CLEC that decides to reconfigure an existing collocation power arrangement so as to purchase power directly from an electric utility company as provided herein. TelCove shall be responsible for the recurring charges associated with the central office space needed for collocation of this type of power arrangement, including space required to place associated power-related equipment and facilities (i.e., batteries, generator, power meter, etc.). If there is no space available for this type of power arrangement in the requested central office, BellSouth may seek a waiver of these requirements from the state Commission for the central office requested. TelCove would still have the option to order its power needs directly from BellSouth.

- 9.5 BellSouth will revise monthly recurring power charges to reflect a power upgrade upon notification of the completion of the upgrade by KMC Data's BellSouth Certified Supplier. BellSouth will revise recurring power charges to reflect a power reduction upon BellSouth's receipt of the Power Reduction Form from KMC Data certifying the completion of the power reduction. Notwithstanding the foregoing, if KMC Data's BellSouth Certified Supplier has not removed or, at BellSouth's discretion, cut the power cabling within thirty (30) calendar days, the power reduction will not become effective until the cabling is removed by KMC Data's BellSouth Certified Supplier and KMC Data shall pay the power rate applicable prior to the power reduction request for the period between the receipt of the Power Reduction Form and the date the power cabling is actually removed.
- 9.6 If KMC Data requests a reduction in the amount of power that BellSouth is currently providing, KMC Data must submit a Subsequent Application. If no modification to the Collocation Space is requested other than the reduction in power, the Power Reconfiguration Application Fee as set forth in Exhibit B will apply. If modifications are requested in addition to the reduction of power, the Subsequent Application Fee will apply. BellSouth will bill this nonrecurring fee on the date that BellSouth provides an Application Response.

- 9.7 If TelCove has grand-fathered power configurations currently served from the BellSouth main power board and requests that its power be reconfigured to connect to a BellSouth BDFB, in a specific central office, TelCove must submit a Subsequent Application. BellSouth will respond to such application within seven (7) calendar days and a Subsequent Application fee will apply for this reconfiguration to a BellSouth BDFB.
- 9.7.1 In Alabama and Louisiana, if TelCove has grandfathered power configurations currently served from the BellSouth main power board and requests that its power be reconfigured to connect to a BellSouth BDFB, in a specific central office, TelCove must submit a Subsequent Application. BellSouth will respond to such application within seven (7) calendar days and no application fee will apply for this one time only power reconfiguration to a BellSouth BDFB. For any power reconfigurations thereafter, TelCove will submit a Subsequent Application and the appropriate application fee will apply.
- 9.8 Remote Site Power. BellSouth shall make available –48 Volt (-48V) DC power for TelCove's Remote Collocation Space at a BellSouth Battery Distribution Fuse Bay (BDFB) within the Remote Site Location. The charge for power shall be assessed as part of the recurring charge for rack/bay space. If the power requirements for TelCove's equipment exceeds the capacity available, then such power requirements shall be assessed on an individual case basis (ICB). BellSouth will revise recurring power charges to reflect a power upgrade upon notification of the completion of the upgrade by TelCove's BellSouth Certified Supplier. BellSouth will revise recurring power charges to reflect a power reduction upon BellSouth's receipt of the Power Reduction Form from TelCove certifying the completion of the power reduction, including the removal of the power cabling by TelCove's BellSouth Certified Supplier.
- 9.9 Remote Site Adjacent Collocation Power. Charges for AC power will be assessed per breaker ampere per month. Rates include the provision of commercial and standby AC power, where available. When obtaining power from a BellSouth service panel, protection devices and power cables must be engineered (sized) and installed by TelCove's BellSouth Certified Supplier, with the exception that BellSouth shall engineer and install protection devices and power cables for Adjacent Collocation. TelCove's BellSouth Certified Supplier must also provide a copy of the engineering power specification prior to the equipment becoming operational. Charges for AC power shall be assessed pursuant to the rates specified in Exhibit B. AC power voltage and phase ratings shall be determined on a per location basis. At TelCove's option, TelCove may arrange for AC power in an Adjacent Collocation arrangement from a retail provider of electrical power.
- 10. Insurance**
- 10.1 TelCove shall, at its sole cost and expense, procure, maintain, and keep in force insurance as specified in this Section and underwritten by insurance companies

- licensed to do business in the states applicable under this Agreement and having a Best's Insurance Rating of A-.
- 10.2 TelCove shall maintain the following specific coverage:
- 10.2.1 Commercial General Liability coverage in the amount of ten million dollars (\$10,000,000.00) or a combination of Commercial General Liability and Excess/Umbrella coverage totaling not less than ten million dollars (\$10,000,000.00). BellSouth shall be named as an Additional Insured on the Commercial General Liability policy as specified herein.
- 10.2.2 Statutory Workers Compensation coverage and Employers Liability coverage in the amount of one hundred thousand dollars (\$100,000.00) each accident, one hundred thousand dollars (\$100,000.00) each employee by disease, and five hundred thousand dollars (\$500,000.00) policy limit by disease.
- 10.3 All policies purchased by TelCove shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by BellSouth. All insurance must be in effect on or before the date equipment is delivered to Premises and shall remain in effect for the term of this Attachment or until all TelCove's property has been removed from BellSouth's Premises, whichever period is longer. If TelCove fails to maintain required coverage, BellSouth may pay the premiums thereon and seek reimbursement of same from TelCove.
- 10.4 TelCove shall submit certificates of insurance reflecting the coverage required pursuant to this Section a minimum of ten (10) business days prior to the commencement of any work in the Collocation Space. Failure to meet this interval may result in construction and equipment installation delays. TelCove shall arrange for BellSouth to receive thirty (30) days' advance notice of cancellation from TelCove's insurance company. TelCove shall forward a certificate of insurance and notice of cancellation/non-renewal to BellSouth at the following address:
- BellSouth Telecommunications, Inc.  
Attn.: Risk Management Office - Finance  
17F54 BellSouth Center  
675 W. Peachtree Street  
Atlanta, Georgia 30375
- 10.5 TelCove must conform to recommendations made by BellSouth's fire insurance company to the extent BellSouth has agreed to, or shall hereafter agree to, such recommendations.
- 10.6 Self-Insurance. If TelCove's net worth exceeds five hundred million dollars (\$500,000,000.00), TelCove may elect to request self-insurance status in lieu of obtaining any of the insurance required in Sections 9.2.1 and 9.2.2 above. TelCove shall provide audited financial statements to BellSouth thirty (30) days prior to the commencement of any work in the Collocation Space. BellSouth shall then review

such audited financial statements and respond in writing to TelCove in the event that self-insurance status is not granted to TelCove. If BellSouth approves TelCove for self-insurance, TelCove shall annually furnish to BellSouth, and keep current, evidence of such net worth that is attested to by one of TelCove's corporate officers. The ability to self-insure shall continue so long as the TelCove meets all of the requirements of this Section. If TelCove subsequently no longer satisfies this Section, TelCove is required to purchase insurance as indicated by Sections 10.2.1 and 10.2.2 above.

## **11. Mechanics Liens**

- 11.1 If any mechanics lien or other liens shall be filed against property of either Party (BellSouth or TelCove), or any improvement thereon by reason of or arising out of any labor or materials furnished or alleged to have been furnished or to be furnished to or for the other Party or by reason of any changes, or additions to said property made at the request or under the direction of the other Party, the other Party directing or requesting those changes shall, within thirty (30) business days after receipt of written notice from the Party against whose property said lien has been filed, either pay such lien or cause the same to be bonded off the affected property in the manner provided by law. The Party causing said lien to be placed against the property of the other shall also defend, at its sole cost and expense, on behalf of the other, any action, suit or proceeding which may be brought for the enforcement of such liens and shall pay any damage and discharge any judgment entered thereon.

## **12. Inspections**

- 12.1 BellSouth may conduct an inspection of TelCove's equipment and facilities in the Collocation Space(s) prior to the activation of facilities between TelCove's equipment and equipment of BellSouth. BellSouth may conduct an inspection if TelCove adds equipment and may otherwise conduct routine inspections at reasonable intervals mutually agreed upon by the Parties. BellSouth shall provide TelCove with a minimum of seventy-two (72) hours or three (3) business days, whichever is greater, advance notice of all such inspections. All costs of such inspection shall be borne by BellSouth.

## **13. Security and Safety Requirements**

- 13.1 Unless otherwise specified, TelCove will be required, at its own expense, to conduct a statewide investigation of criminal history records for each TelCove employee hired in the past five years being considered for work on the Premises, for the states/counties where the TelCove employee has worked and lived for the past five (5) years. Where state law does not permit statewide collection or reporting, an investigation of the applicable counties is acceptable. TelCove shall not be required to perform this investigation if an affiliated company of TelCove has performed an investigation of the



- TelCove employee seeking access, if such investigation meets the criteria set forth above. This requirement will not apply if TelCove has performed a pre-employment statewide investigation of criminal history records of the TelCove employee for the states/counties where the TelCove employee has worked and lived for the past five years or, where state law does not permit a statewide investigation, an investigation of the applicable counties.
- 13.2 TelCove will be required to administer to its personnel assigned to the Premises security training either provided by BellSouth, or meeting reasonable and nondiscriminatory criteria defined by BellSouth.
- 13.3 TelCove shall provide its employees and agents with picture identification, which must be worn and visible at all times while in the Collocation Space or other areas in or around the Premises. The photo identification card shall bear, at a minimum, the employee's name and photo and TelCove's name. BellSouth reserves the right to remove from its Premises any employee of TelCove not possessing identification issued by TelCove or who has violated any of the reasonable and nondiscriminatory criteria outlined in BellSouth's CLEC Security Training documents. TelCove shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth Premises.
- 13.4 TelCove shall not assign to the Premises any personnel with records of felony criminal convictions. TelCove shall not assign to the Premises any personnel with records of misdemeanor convictions, except for misdemeanor traffic violations, without advising BellSouth of the nature and gravity of the offense(s). BellSouth reserves the right to refuse building access to any TelCove personnel who have been identified to have misdemeanor criminal convictions. Notwithstanding the foregoing, in the event that TelCove chooses not to advise BellSouth of the nature and gravity of any misdemeanor conviction, TelCove may, in the alternative, certify to BellSouth that it shall not assign to the Premises any personnel with records of misdemeanor convictions (other than misdemeanor traffic violations).
- 13.4.1 TelCove shall not knowingly assign to the Premises any individual who was a former employee and whose employment with BellSouth was terminated for a felony for which they were convicted.
- 13.4.2 TelCove shall not knowingly assign to the Premises any individual who was a former supplier of BellSouth and whose access to a Premises was revoked due to a felony for which they were convicted.
- 13.5 For each TelCove employee or agent hired by TelCove within five (5) years of being considered for work on the Premises, who requires access to a Premises pursuant to this Attachment, TelCove shall furnish BellSouth, prior to an employee or agent gaining such access, a certification that the aforementioned background check and security training were completed. The certification will contain a statement that no felony convictions were found and certify that the employee completed the security training. If the employee's criminal history includes misdemeanor convictions,

- TelCove will disclose the nature of the convictions to BellSouth at that time. In the alternative, TelCove may certify to BellSouth that it shall not assign to the Premises any personnel with records of misdemeanor convictions other than misdemeanor traffic violations.
- 13.5.1 For all other TelCove employees requiring access to a Premises pursuant to this Attachment, TelCove shall furnish BellSouth, prior to an employee gaining such access, a certification that the employee is not subject to the requirements of Section 13.5 above and that security training was completed by the employee.
- 13.6 At BellSouth's request, TelCove shall promptly remove from BellSouth's Premises any employee of TelCove that BellSouth does not wish to grant access to its BellSouth Premises pursuant to any investigation conducted by BellSouth or prior to the initiation of an investigation if an employee of TelCove is found interfering with the property or personnel of BellSouth or another collocated telecommunications carrier in a material way. For purposes of this provision, material shall mean some action that could have a substantial impact on the operations, equipment or personnel of BellSouth or another collocated telecommunications carrier. Such investigation shall be commenced and completed by BellSouth as promptly and expeditiously as possible. The Parties shall cooperate and communicate, to the extent circumstances permit, to ensure that the Parties may take appropriate remedial measures.
- 13.7 Security Violations. Each Party reserves the right to interview the other Party's employees, agents, or suppliers in the event of wrongdoing in or on BellSouth's property, or TelCove's Collocation Space, or involving BellSouth's, TelCove's, or another collocated telecommunications carrier's property or personnel, provided that the Party shall provide reasonable notice to the other Party's designated security representative of such interview. Each Party and its suppliers shall reasonably cooperate with the other Party's investigation into allegations of wrongdoing or criminal conduct committed by, witnessed by, or involving such Parties' employees, agents, or suppliers. Additionally, each Party reserves the right to bill the other Party for all reasonable costs associated with investigations involving its employees, agents, or suppliers if it is established and mutually agreed in good faith that such Parties' employees, agents, or suppliers are responsible for the alleged act. Each Party shall bill the other Party for the replacement or repair of property, as appropriate, which is stolen or damaged where an investigation determines the culpability of the other Party's employees, agents, or suppliers and where the other Party agrees, in good faith, with the results of such investigation. Each Party agrees that it shall notify the other Party in writing immediately in the event that it discovers one of its employees working on the Premises is a possible security risk. Upon request of the other Party, the Party who is the employer shall discipline consistent with its employment practices, up to and including removal from BellSouth's Premises, any employee found to have violated the security and safety requirements of this Section.
- 13.8 Use of Supplies. Unauthorized use of equipment, supplies or other property by either Party, whether or not used routinely to provide telephone service will be strictly

- prohibited and handled appropriately. Costs associated with such unauthorized use may be charged to the offending Party, as may be all associated investigative costs.
- 13.9 Use of Official Lines. Except for non-toll calls necessary in the performance of their work, neither Party shall use the telephones of the other Party on the Premises. Charges for unauthorized telephone calls may be charged to the offending Party, as may be all associated investigative costs.
- 13.10 Accountability. Full compliance with the Security requirements of this Section shall in no way limit the accountability of either Party to the other for the improper actions of its employees.
- 13.11 BellSouth will use its best efforts to adequately secure the area which houses TelCove's equipment to prevent unauthorized entry. BellSouth will immediately notify TelCove's emergency contact of any actual or attempted security breaches to the TelCove's collocation space to the extent BellSouth becomes aware of such breaches.
- 14. Destruction of Collocation Space**
- 14.1 In the event a Collocation Space is wholly or partially damaged by fire, windstorm, tornado, flood or by similar Acts of God or force majeure circumstances beyond a Party's reasonable control to such an extent as to be rendered wholly unsuitable for TelCove's permitted use hereunder, then either Party may elect within ten (10) days after such damage, to terminate occupancy of the damaged Collocation Space, and if either Party shall so elect, by giving the other written notice of termination, both Parties shall stand released of and from further liability under the terms hereof. If the Collocation Space shall suffer only minor damage and shall not be rendered wholly unsuitable for TelCove's permitted use, or is damaged and the option to terminate is not exercised by either Party, BellSouth covenants and agrees to proceed promptly without expense to TelCove, except for improvements not to the property of BellSouth, to repair the damage. BellSouth shall have a reasonable time within which to rebuild or make any repairs, and such rebuilding and repairing shall be subject to delays caused by storms, shortages of labor and materials, government regulations, strikes, walkouts, and causes beyond the control of BellSouth, which causes shall not be construed as limiting factors, but as exemplary only. TelCove may, at its own expense, accelerate the rebuild of its collocated space and equipment provided however that a BellSouth Certified Supplier is used and the necessary space preparation has been completed. If TelCove's acceleration of the project increases the cost of the project, then those additional charges will be incurred by TelCove. Where allowed and where practical, TelCove may erect a temporary facility while BellSouth rebuilds or makes repairs. In all cases where the Collocation Space shall be rebuilt or repaired, TelCove shall be entitled to an equitable abatement of rent and other charges, depending upon the unsuitability of the Collocation Space for TelCove's permitted use, until such Collocation Space and access to necessary power is fully repaired and restored and TelCove's equipment installed therein (but in no event later than thirty

(30) days after the Collocation Space is fully repaired and restored). Where TelCove has placed an Adjacent Arrangement pursuant to Section 3.4 above, TelCove shall have the sole responsibility to repair or replace said Adjacent Arrangement provided herein. Pursuant to this Section, BellSouth will restore the associated services to the Adjacent Arrangement.

## **15. Eminent Domain**

- 15.1 If the whole of a Collocation Space or Adjacent Arrangement shall be taken by any public authority under the power of eminent domain, then this Attachment shall terminate with respect to such Collocation Space or Adjacent Arrangement as of the day possession shall be taken by such public authority and rent and other charges for the Collocation Space or Adjacent Arrangement shall be paid up to that day, or the day upon which the Collocation Space can no longer be used for interconnection and access to unbundled network elements, whichever is earlier, with proportionate refund by BellSouth of such rent and charges as may have been paid in advance for a period subsequent to the date of the taking. If any part of the Collocation Space or Adjacent Arrangement shall be taken under eminent domain, BellSouth and TelCove shall each have the right to terminate this Attachment with respect to such Collocation Space or Adjacent Arrangement and declare the same null and void, by written notice of such intention to the other Party within ten (10) days after such taking.

## **16. Nonexclusivity**

- 16.1 TelCove understands that this Attachment is not exclusive and that BellSouth may enter into similar agreements with other Parties. Assignment of space pursuant to all such agreements shall be determined by space availability and made on a first come, first served basis.

## **17. Notice of Non-Emergency Work**

- 17.1 BellSouth shall provide TelCove with written notice three (3) business days prior to those instances where BellSouth or its subcontractors may be performing non-emergency work that has a substantial likelihood of directly affecting the Collocation Space occupied by TelCove, or that is directly related to circuits that support TelCove equipment. BellSouth will inform TelCove by telephone of emergency related activity that BellSouth or its subcontractors may be performing that has a substantial likelihood of directly affecting the Collocation Space occupied by TelCove, or is directly related to circuits that support TelCove equipment. Notification of any emergency related activity shall be made as soon as practicable after BellSouth learns that such emergency activity is necessary so that TelCove can take any action required to monitor or protect its service.

## ENVIRONMENTAL AND SAFETY PRINCIPLES

The following principles provide basic guidance on environmental and safety issues when applying for and establishing Collocation arrangements.

### 1. GENERAL PRINCIPLES

- 1.1 Compliance with Applicable Law. BellSouth and TelCove agree to comply with applicable federal, state, and local environmental and safety laws and regulations including U.S. Environmental Protection Agency (USEPA) regulations issued under the Clean Air Act (CAA), Clean Water Act (CWA), Resource Conservation and Recovery Act (RCRA), Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), Superfund Amendments and Reauthorization Act (SARA), the Toxic Substances Control Act (TSCA), and OSHA regulations issued under the Occupational Safety and Health Act of 1970, as amended and NFPA and National Electrical Codes (NEC) and the NESC (Applicable Laws). Each Party shall notify the other if compliance inspections are conducted by regulatory agencies and/or citations are issued that relate to any aspect of this Attachment.
- 1.2 Notice. BellSouth and TelCove shall provide notice to the other, including Material Safety Data Sheets (MSDSs), of known and recognized physical hazards or Hazardous Chemicals existing on site or brought on site. A Hazardous Chemical inventory list is posted on an OSHA Poster and updated annually at each Central Office. This Poster is normally located near the front entrance of the building or in the lounge area. Each Party is required to provide specific notice for known potential Imminent Danger conditions. TelCove should contact 1-800-743-6737 for any BellSouth MSDS required.
- 1.3 Practices/Procedures. BellSouth may make available additional environmental control procedures for TelCove to follow when working at a Premises (See Section 2, below). These practices/procedures will represent the regular work practices required to be followed by the employees and suppliers of BellSouth for environmental protection. TelCove will require its suppliers, agents and others accessing the Premises to comply with these practices. Section 2 lists the Environmental categories where BST practices should be followed by TelCove when operating in the Premises.
- 1.4 Environmental and Safety Inspections. BellSouth reserves the right to inspect the TelCove space with proper notification. BellSouth reserves the right to stop any TelCove work operation that imposes Imminent Danger to the environment, employees or other persons in the area or Premises.
- 1.5 Hazardous Materials Brought On Site. Any hazardous materials brought into, used, stored or abandoned at the Premises by TelCove are owned by TelCove. TelCove will indemnify BellSouth for claims, lawsuits or damages to persons or property caused by these materials. Without prior written BellSouth approval, no substantial new safety

or environmental hazards can be created by TelCove or different hazardous materials used by TelCove at Premises. TelCove must demonstrate adequate emergency response capabilities for its materials used or remaining at the Premises.

- 1.6 Spills and Releases. When contamination is discovered at a Premises, either Party discovering the condition must notify the other Party. All Spills or Releases of regulated materials will immediately be reported by TelCove to BellSouth.
- 1.7 Coordinated Environmental Plans and Permits. BellSouth and TelCove will coordinate plans, permits or information required to be submitted to government agencies, such as emergency response plans, spill prevention control and countermeasures (SPCC) plans and community reporting. If fees are associated with filing, BellSouth and TelCove will develop a cost sharing procedure. If BellSouth's permit or EPA identification number must be used, TelCove must comply with all of BellSouth's permit conditions and environmental processes, including environmental "best management practices (BMP)" (see Section 2, below) and/or selection of BST disposition vendors and disposal sites.
- 1.8 Environmental and Safety Indemnification. BellSouth and TelCove shall indemnify, defend and hold harmless the other Party from and against any claims (including, without limitation, third-party claims for personal injury or death or real or personal property damage), judgments, damages (including direct and indirect damages and punitive damages), penalties, fines, forfeitures, costs, liabilities, interest and losses arising in connection with the violation or alleged violation of any Applicable Law or contractual obligation or the presence or alleged presence of contamination arising out of the acts or omissions of the indemnifying Party, its agents, suppliers, or employees concerning its operations at the Premises.

## **2. CATEGORIES FOR CONSIDERATION OF ENVIRONMENTAL ISSUES**

- 2.1 When performing functions that fall under the following Environmental categories on BellSouth's Premises, TelCove agrees to comply with the applicable sections of the current issue of BellSouth's Environmental and Safety Methods and Procedures (M&Ps), incorporated herein by this reference. TelCove further agrees to cooperate with BellSouth to ensure that TelCove's employees, agents, and/or suppliers are knowledgeable of and satisfy those provisions of BellSouth's Environmental M&Ps which apply to the specific Environmental function being performed by TelCove, its employees, agents and/or suppliers.
- 2.2 The most current version of the reference documentation must be requested from TelCove's BellSouth Regional Contract Manager (RCM) (f/k/a Account Team Collocation Coordinator – ATCC).

<b>ENVIRONMENTAL CATEGORIES</b>	<b>ENVIRONMENTAL ISSUES</b>	<b>ADDRESSED BY THE FOLLOWING DOCUMENTATION</b>
Disposal of hazardous material or other regulated material (e.g., batteries, fluorescent tubes, solvents & cleaning materials)	Compliance with all applicable local, state, & federal laws and regulations  Pollution liability insurance  EVET approval of supplier	Std T&C 450 Fact Sheet Series 17000  Std T&C 660-3  Approved Environmental Vendor List (Contact RCM Representative)
Emergency response	Hazmat/waste release/spill fire safety emergency	Fact Sheet Series 17000 Building Emergency Operations Plan (EOP) (specific to and located on Premises)
Contract labor/outsourcing for services with environmental implications to be performed on BellSouth Premises (e.g., disposition of hazardous material/waste; maintenance of storage tanks)	Compliance with all applicable local, state, & federal laws and regulations  Performance of services in accordance with BST's environmental M&Ps  Insurance	Std T&C 450  Std T&C 450-B (Contact RCM Representative for copy of appropriate E/S M&Ps.)  Std T&C 660
Transportation of hazardous material	Compliance with all applicable local, state, & federal laws and regulations  Pollution liability insurance  EVET approval of supplier	Std T&C 450 Fact Sheet Series 17000  Std T&C 660-3  Approved Environmental Vendor List (Contact RCM Representative)
Maintenance/operations work which may produce a waste  Other maintenance work	Compliance with all applicable local, state, & federal laws and regulations  Protection of BST employees and equipment	Std T&C 450  29CFR 1910.147 (OSHA Standard) 29CFR 1910 Subpart O

		(OSHA Standard)
Janitorial services	<p>All waste removal and disposal must conform to all applicable federal, state and local regulations</p> <p>All Hazardous Material and Waste</p> <p>Asbestos notification and protection of employees and equipment</p>	<p>Procurement Manager (CRES Related Matters)-BST Supply Chain Services</p> <p>Fact Sheet Series 17000</p> <p>GU-BTEN-001BT, Chapter 3 BSP 010-170-001BS (Hazcom)</p>
Manhole cleaning	<p>Compliance with all applicable local, state, &amp; federal laws and regulations</p> <p>Pollution liability insurance</p> <p>EVET approval of supplier</p>	<p>Std T&amp;C 450 Fact Sheet 14050 BSP 620-145-011PR Issue A, August 1996</p> <p>Std T&amp;C 660-3</p> <p>Approved Environmental Vendor List (Contact RCM Representative)</p>
Removing or disturbing building materials that may contain asbestos	Asbestos work practices	<p>GU-BTEN-001BT, Chapter 3 For questions regarding removing or disturbing materials that contain asbestos, call the BellSouth Building Service Center: AL, MS, TN, KY &amp; LA (local area code) 557-6194 FL, GA, NC &amp; SC (local area code) 780-2740</p>

### 3. DEFINITIONS

Generator. Under RCRA, the person whose act produces a Hazardous Waste, as defined in 40 C.F.R. § 261, or whose act first causes a Hazardous Waste to become subject to regulation. The Generator is legally responsible for the proper management and disposal of Hazardous Wastes in accordance with regulations.

Hazardous Chemical. As defined in the U.S. Occupational Safety and Health (OSHA) hazard communication standard (29 C.F.R. § 1910.1200), any chemical which is a health hazard or physical hazard.



Hazardous Waste. As defined in Section 1004 of RCRA.

Imminent Danger. Any conditions or practices at a Premises which are such that a danger exists which could reasonably be expected to cause immediate death or serious harm to people or immediate significant damage to the environment or natural resources.

Spill or Release. As defined in Section 101 of CERCLA.

#### **4. ACRONYMS**

RCM – Regional Collocation Manager (f/k/a Account Team Collocation Coordinator)

BST – BellSouth Telecommunications

CRES – Corporate Real Estate and Services (formerly PS&M)

DEC/LDEC - Department Environmental Coordinator/Local Department Environmental Coordinator

E/S – Environmental/Safety

EVET - Environmental Vendor Evaluation Team

GU-BTEN-001BT - BellSouth Environmental Methods and Procedures

NESC - National Electrical Safety Codes

P&SM - Property & Services Management

Std T&C - Standard Terms & Conditions

NETWORK ELEMENTS - Alabama												Attachment:	4	Exhibit: 1		
CATEGORY	RATE ELEMENTS					RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
		Interim	Zone	BCS	USOC		Nonrecurring		Nonrecurring Disconnect			OSS Rates(\$)				
						Rec	First	Add'l	First	Add'l	SOME	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
Physical Collocation																
				CLO	PE1DA	12.38										

NETWORK ELEMENTS - Florida																			
CATEGORY	RATE ELEMENTS			Interim	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Exhibit: 1 Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
								Rec	Nonrecurring		Nonrecurring	Disconnect	OSS Rates(\$)						
									First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	
Physical Collocation																			
	DC Power, Per List 1 Drain Amp					CLO	PE1DA	12.04											

NETWORK ELEMENTS - Georgia																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																							
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NETWORK ELEMENTS - Kentucky																			
CATEGORY	RATE ELEMENTS					Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Exhibit: 1 Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
										Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
									Rec	First	Add'l	First	Add'l	SOMEK	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
Physical Collocation																			
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